

Level 3 Communications, LLC
WN U-2

FIRST REVISION OF TITLE SHEET
REPLACING ORIGINAL TITLE SHEET

Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
Toll Free Number: 1-877-453-8353

T
|

DEDICATED SERVICES

Regulations and Schedule of Intrastate Charges

Governing the Provision of Dedicated Services

for Connection to Public and Private

Communications Facilities Within

the State of Washington

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECOND REVISION OF SHEET 2
CANCELING FIRST REVISION SHEET

CHECK SHEET

Sheets 1-62 inclusive of this tariff as of the date shown.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	1 st Revised	31	1 st Revised	58	1 st Revised
2	2 nd Revised*	32	1 st Revised	59	1 st Revised
3	1 st Revised	33	1 st Revised	60	1 st Revised
4	1 st Revised	34	1 st Revised	61	2 nd Revised*
5	2 nd Revised*	35	1 st Revised	62	2 nd Revised*
6	1 st Revised	36	1 st Revised		
7	1 st Revised	37	1 st Revised		
8	1 st Revised	38	1 st Revised		
9	1 st Revised	39	1 st Revised		
10	1 st Revised	40	1 st Revised		
11	1 st Revised	41	2 nd Revised*		
12	1 st Revised	42	1 st Revised		
13	1 st Revised	43	2 nd Revised*		
14	1 st Revised	43.1	Original*		
15	1 st Revised	43.2	Original*		
16	1 st Revised	44	2 nd Revised*		
17	1 st Revised	45	1 st Revised		
18	1 st Revised	46	2 nd Revised*		
19	1 st Revised	47	2 nd Revised*		
20	1 st Revised	48	1 st Revised		
21	1 st Revised	49	1 st Revised		
22	1 st Revised	50	2 nd Revised*		
23	1 st Revised	51	2 nd Revised*		
24	1 st Revised	52	1 st Revised		
25	1 st Revised	53	1 st Revised		
26	1 st Revised	54	1 st Revised		
27	1 st Revised	55	2 nd Revised*		
28	1 st Revised	55.1	Original*		
29	1 st Revised	56	1 st Revised		
30	1 st Revised	57	2 nd Revised*		

*New or revised page.

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECOND REVISION OF SHEET 3
CANCELING FIRST REVISION SHEET

TABLE OF CONTENTS

CHECK SHEET.....	2
TABLE OF CONTENTS.....	3
TARIFF FORMAT.....	6
CONCURRING CARRIERS.....	7
CONNECTING CARRIERS.....	7
OTHER PARTICIPATING CARRIERS.....	7
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.....	8
APPLICATION OF TARIFF.....	9
SECTION 1 - DEFINITIONS.....	10
SECTION 2 - REGULATIONS.....	13
2.1 Undertaking of the Company.....	13
2.1.1 Scope.....	13
2.1.2 Terms and Conditions.....	13
2.1.3 Liability of the Company.....	14
2.1.4 Notification of Service-Affecting Activities.....	17
2.1.5 Refusal of Service.....	18
2.2 Prohibited Uses.....	20
2.3 Obligations of the Customer.....	20
2.3.1 General.....	20
2.3.2 Company-Provided Equipment.....	20
2.4 Payment Arrangements.....	21
2.4.1 Payment for Service.....	21
2.4.2 Billing and Collection of Charges.....	21
2.4.3 Billing Disputes.....	23
2.4.4 Discontinuance of Service.....	25
2.4.5 Taxes.....	27
2.5 Allowances for Interruption in Service.....	28
2.5.1 Credit for Interruptions.....	28
2.5.3 Interruptions of 16 Hours or Less.....	28
2.5.2 Limitations on Allowances.....	29
2.6 Use of Customer's Service by Others.....	30
2.6.1 Resale.....	30

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECOND REVISION OF SHEET 4
CANCELING FIRST REVISION SHEET

TABLE OF CONTENTS (Cont'd)

2.6.2 Joint Use Arrangements.....	30
2.7 Cancellation of Service.....	31
2.8 Transfers and Assignments.....	31
2.9 Notices and Communications.....	32
2.10 Special Construction.....	33
2.11 Ownership of Facilities.....	33
2.12 Excise Taxes and Funds.....	34
2.12.1 Washington Telephone Assistance Program (WTAP).....	34
2.12.2 Telecommunications Relay Services (TRS) for Hearing Impaired.....	34
2.12.3 E-911 State Excise Tax.....	34
2.12.4 E-911 County Tax (except King County).....	34
2.12.5 E-911 King County Tax.....	34
2.12.6 Sales, Use and Excise Taxes.....	34
SECTION 3 - SERVICE AREAS.....	35
3.1 Exchange Areas.....	35
3.1.1 Verizon Service Area Exchanges.....	35
3.1.2 Qwest Service Area Exchanges.....	38
3.1.3 CenturyTel of Washington, Inc.....	38
3.1.4 Ellensburg Telephone Company.....	38
3.1.5 Inland Telephone Company.....	38
3.1.6 Lewis River Telephone Company, Inc.....	38
3.1.7 YCOM Networks.....	38
SECTION 4 - SERVICE DESCRIPTIONS.....	41
4.1 General.....	41
4.2.1 Services Offered.....	41
4.2.2 Type I and Type II Services.....	42
4.3 DS3 SERVICE (44.736 Mbps).....	42
4.4 OC-3 Service.....	44
4.5 OC-12 Service.....	44
4.6 OC-3c Service.....	44
4.7 OC-12c Service.....	44
4.8 OC-48 Service.....	44
4.9 OC-48c Service.....	44

SECOND REVISION OF SHEET 5
CANCELING FIRST REVISION SHEET

TABLE OF CONTENTS (Cont'd)

SECTION 5 -RATES AND CHARGES	45	
5.1 General Regulations.....	45	
5.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges.....	49	
5.3 Rates for Dedicated Access Services.....	46	
5.3.1 General.....	46	
5.4 Grandfathered IntraCity Private Line Services.....	50	(T)
5.5 IntraCity Local Transport Services.....	50	(T)
5.6 IntraCity Metro Access Service.....	55	(T)
5.7 Contract Rates - Special Pricing Arrangements-ICB	59	
5.8 Back Billing.....	60	
5.9 Temporary Promotional Programs.....	60	
SECTION 6 – PRODUCT DESCRIPTION AND RATES.....	61	
6.1 Direct Inward Dial (DID) Service	61	(D) (T)

FIRST REVISION OF SHEET 6
CANCELING ORIGINAL SHEET

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper center of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper center of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)

Level 3 Communications, LLC
WN U-2

FIRST REVISION OF SHEET 7
CANCELING ORIGINAL SHEET

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

FIRST REVISION OF SHEET 8
CANCELING ORIGINAL SHEET

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF**

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols consistent with WAC 480-80-370.

- C - To signify changed conditions or regulation.
- D - To signify discontinued rate, regulation or condition.
- I - To signify increase in rates or charges.
- K - To signify that material has been transferred to another sheet or place in the tariff.
- M - To signify that material has been transferred from another sheet or place in the tariff.
- N - To signify new material, including a listing, rate, regulation, rule or condition.
- R - To signify a reduction in rate and charges.
- T - To signify a change in the word of text, but no change in the rate, rule or condition.

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Level 3 Communications, LLC
WN U-2

FIRST REVISION OF SHEET 9
CANCELING ORIGINAL SHEET

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Level 3 Communications, LLC to customers within the local exchange service area, defined herein.

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

FIRST REVISION OF SHEET 10
CANCELING ORIGINAL SHEET

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to the Company's location or switching center.

Authorized User: A person, firm, corporation, or any other entity that either is authorized by the Customer to use the company's local exchange telephone service or is placed in a position by the customer to use local exchange telephone service.

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

Business Service: A switched network service that provides for dial station communications that is described as a business or commercial rate.

Commission: The Washington Utilities and Transportation Commission ("WUTC").

Communications Services: The Company's intrastate local exchange switched telephone services.

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

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

Demarcation Point: The physical dividing point between the facilities resold by the Company and the Customer's premises equipment.

Exchange: A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECTION 1 - DEFINITIONS (Cont'd)

Facilities: Equipment and/or machinery owned or leased by the Company, or utilized by a wholesaler in providing the service that the Company resells used in the provision of the services.

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 herein.

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, LLC Tariff F.C.C. No. 4.

Local Calling: A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

Local Exchange Carrier: A company that furnishes local exchange telephone service.

Local Exchange Service Area: The area within which telephone service is furnished under a specific schedule of rates and charges and without long distance charges. A local service area may include one or more exchange areas and exchange segments within the same LATA. The local service area for a given exchange always includes the basic service area and may include an expanded service area.

Network Service: Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Washington.

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

FIRST REVISION OF SHEET 12
CANCELING ORIGINAL SHEET

SECTION 1 - DEFINITIONS (Cont'd)

Residential Service: Residential Service is that service furnished in private homes or apartments, including all parts of the Customer's domestic establishment, for domestic use and not for substantial occupation use, *e.g.* in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service 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 this tariff, 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 will be commenced within 5 days after the service order date if the facilities and network capacity are available from the underlying carrier.

Service Order: The written request for the Company's services provided herein executed by the Customer and the Company 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 therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User: A Customer or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish resold and facilities-based intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with voice, data and other types of transmissions between points within the State of Washington.

2.1.2 Terms and Conditions

2.1.2.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days, unless otherwise specified herein.

2.1.2.2 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 this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.2.3 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 upon 30 days' notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff 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.

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.4 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.2.5 Service may be terminated without notice to the Customer if:

- a. the Customer is using the service in violation of this tariff;
or
- b. the Customer is using the service in violation of the law.

2.1.2.6 This tariff shall be interpreted and governed by the laws of the State of Washington without regard for its choice of laws provision.

2.1.3 Liability of the Company

2.1.3.1 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control (except, as in accordance with WAC 480-120-520, the company shall make reasonable provisions to minimize the effects of service outages to the extent it owns the affected equipment), resulting from failures of power service, climate control, fire, explosion, water, storm, force majeure, or other catastrophe.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.2 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with the services the Company offers. The Company will provide credits for interruptions in service to the extent such credits are provided by the underlying carrier.

2.1.3.3 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.

2.1.3.4 The Company is not liable for any defacement of or damage to Customer 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.

2.1.3.5 The Company is not liable for any claims for loss or damages involving:

- a. Breach in the privacy or security of communications transmitted over the Company's facilities;
- b. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- c. Any act or omission in connection with the provision of 911, E911 or similar services;

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

d. Any noncompletion of calls due to network busy conditions.¹

2.1.3.6 The Company neither guarantees nor makes any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to installations of Company owned equipment.

The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services unless these services are directly related to the

¹ The Company will comply with applicable industry quality of service standards as well as with the service quality standards established by the WUTC.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

Company's provision of service. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

- 2.1.3.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4 Notification of Service-Affecting Activities

When the Company, in connection with its work, intends to interrupt service, those subscribers who may be affected, will be notified in advance; and to the extent the Company is reasonably aware that the incumbent carrier will interrupt service, such notification will be provided. Generally, such activities are not specific to an individual Customer but affect many Customers' services. 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.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal of Service

- 2.1.5.1 The Company may refuse to connect with or render service to an applicant for service when such service will adversely affect the service to other existing customers or where the applicant has not complied with state, county, or municipal codes and/or regulations concerning the rendition of such service.
- 2.1.5.2 The Company may refuse to serve an applicant for service or a Customer if, in its judgement, the provision of service is considered hazardous or of such nature that satisfactory service cannot be given.
- 2.1.5.3 The Company may deny service to an applicant or Customer because of an overdue, unpaid prior obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company are made, provided that an overdue or unpaid obligation to an information provider shall not be grounds for denial of service. A non-telecommunications company applicant for service shall only on an initial occurrence be entitled as a matter of right to arrange to pay an overdue, unpaid prior obligation over not less than six monthly billing periods. Any amount owed to the Company at the time a customer's local service is disconnected for nonpayment is considered a prior obligation. If an applicant or Customer defaults on a payment agreement such default shall constitute grounds for discontinuance or toll restriction of service under the provisions of Washington Administrative Code at Chapter 480-120-081. The Company may offer a payment agreement at any time if deemed appropriate by the Company.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal of Service (Cont'd)

2.1.5.4 The Company may deny service to an applicant or Customer for service at an address where a former Customer is known to reside and has an overdue, unpaid prior obligation to the same telecommunications company for the same class of telecommunications service at that address until the obligation is paid or satisfactory arrangements are made.

2.1.5.5 The Company may deny installation or continuation of service to any applicant or Customer who fails to provide accurate and verifiable information necessary to establish the identity of the applicant or until verifiable information is provided.

2.1.5.6 The Company may deny installation or continuation of service to any applicant or Customer who is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements or credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive; rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons, or any other similar fraudulent devices.

2.1.5.7 The Company shall deny service to a nonregistered telecommunications company that intended to use the service requested to provide telecommunications for hire, sale, or resale to the general public within the State of Washington. Any telecommunications company requesting service from the Company shall state in writing whether the service is intended to be used for intrastate telecommunications for hire, sale, or resale to the general public.

SECTION 2 - REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 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 required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale 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.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for the payment of all applicable charges pursuant to this tariff.

2.3.2 Company-Provided Equipment

- 2.3.2.1 The Customer is responsible for the electric power consumed by any company equipment provided to the customer by the Company.

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Company-Provided Equipment (Cont'd)

2.3.3.2 The Customer's responsible for ensuring that customer provided equipment connected to company provided equipment is compatible with such, equipment.

2.3.2.3 Upon reasonable notification to the customer, and at a reasonable time, the Company shall make such tests and inspections as may be reasonably necessary to determine that the customer is complying with the requirements set forth in herein for the installation, operation and maintenance of Company-Owned Facilities and Equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for equipment provided by the Company are not complied with by the customer, the Company may take such action reasonably necessary to protect equipment.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Customer is responsible for the payment of all charges for 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 to or shared with other persons.

2.4.2 Billing and Collection of Charges

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

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

- 2.4.2.2 The Company shall present invoices for charges monthly to the Customer, and such charges shall be due and payable within 30 days after the invoice is mailed.
- 2.4.2.3 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.
- 2.4.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.4.2.5 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 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, multiplied by a late factor of 1.5%.
- 2.4.2.6 Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) based on the provision, sale and use of services provided pursuant to this tariff.

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Billing Disputes

2.4.3.1 General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written or oral notice to the Company, containing sufficient information to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

2.4.3.2 Late Payment Charge

- (a) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- (b) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- (c) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.4.3.3 Adjustments or Refunds to the Customer

- (a) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Billing Disputes (Cont'd)

2.4.3.3 Adjustments or Refunds to the Customer (Cont'd)

disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

- (b) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- (c) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- (d) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Billing Disputes (Cont'd)

2.4.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may:

- (a) request and the Company will provide an in-depth review of the disputed amount. The Customer may contact the Company at the Company's address or the Customer may contact the Company at its toll free customer service number (877) 453-8353.
- (b) if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Washington Utilities and Transportation Commission
1300 South Evergreen Park Drive, S.W.
Olympia, Washington 98504
(800) 562-6150

2.4.4 Discontinuance of Service

- 2.4.4.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to and attempted telephonic and/or personal contact with the Customer in accordance with the rules of the Utilities and Transportation Commission as specified at Washington Administrative Code at

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Discontinuance of Service (Cont'd)

Chapter 480-120-081, discontinue or suspend service without incurring any liability.

2.4.4.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, 30 days after giving notice to the Customer discontinue or suspend service without incurring any liability if such violation continues during that period. The Company reserves the option to disconnect service as soon as eight days after the date that the notice of discontinuance or suspension of service was mailed to the customer.

2.4.4.3 The Company may discontinue or suspend service without incurring any liability subject to the provisions of Washington Administrative Code at Chapter 480-120-081.

2.4.4.4 Upon any governmental prohibition or governmentally required alteration of the scope, nature, technical parameters or other material change in the manner in which telecommunications services is rendered, or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability, subject to the provisions of Washington Administrative Code at Chapter 480-120-081.

2.4.4.5 When the Company has cause to totally disconnect or has totally disconnected a residential service, it shall postpone disconnection of local service after receiving either verbal or written notification of the existence of a medical emergency for a grace period of five business days, in accordance with Washington Administrative Code at Chapter 480-120-081.

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Discontinuance of Service (Cont'd)

2.4.4.6 Upon the Company's discontinuance of service to the Customer under Section 2.4.4.1 or 2.4.4.2, the Company, in addition to all other remedies that may be available to the Company or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the contract term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.4.5 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Company for or by reason of the operation of the Company's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Company, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on monthly bills to customers and are not included in the quoted rates.

SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.5.1 for the part of the service that the interruption affects.

2.5.1 Credit for Interruptions

2.5.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

2.5.1.2 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.

2.5.1.3 Interruptions of 16 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 1 hour	None
-1 hour up to but not including 8 hours	1/4 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	3/4 of day
-16 hours up to but not including 24 hours	one day

SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.1 Credit for Interruptions (Cont'd)

2.5.1.4 Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

2.5.1.5 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.

2.5.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer other common carriers connected to the Company's services.
- (c) interruptions due to the failure or malfunction of non-Company equipment;

SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- (d) reasonable 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; and
- (e) interruption of service due to circumstances or causes beyond the control of the Company as defined by WAC 480-120-520(8).

2.6 Use of Customer's Service by Others

2.6.1 Resale

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.6.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. 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. The Company 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.

SECTION 2 - REGULATIONS (Cont'd)

2.7 Cancellation of Service

If a Customer cancels a Service Order for special construction or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in section 2.5), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6: all costs, fees and expenses reasonably incurred in connection with

1. all Nonrecurring charges reasonably expended by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer where special design work is involved, plus
3. all charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties as permitted by the WUTC (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.

SECTION 2 - REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff 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.
- 2.9.4 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.

SECTION 2 - REGULATIONS (Cont'd)

2.10 Special Construction

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

2.10.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

2.10.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

2.10.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.10.4 in a quantity greater than that which the Company would normally construct;

2.10.5 on an expedited basis;

2.10.6 on a temporary basis until permanent facilities are available;

2.10.7 involving abnormal costs; or

2.10.8 in advance of its normal construction.

2.11 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

SECTION 2 - REGULATIONS (Cont'd)

2.12 Excise Taxes and Funds

Company agrees to collect and remit the applicable social program excise taxes levied upon all end users of regulated telecommunications services pursuant to WUTC rules. Company also agrees to collect and remit relevant federal taxes.

2.12.1 Washington Telephone Assistance Program (WTAP)

Tax per access line per month: \$0.13

2.12.2 Telecommunications Relay Services (TRS) for Hearing Impaired

Tax per access line per month: \$0.14

2.12.3 E-911 State Excise Tax

Tax per access line per month: \$0.20

2.12.4 E-911 County Tax (except King County)

Tax per access line per month: \$0.50

2.12.5 E-911 King County Tax

(This tax applies to access lines located within King County only.)

Tax per access line per month: \$0.35

2.12.6 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

SECTION 3 - SERVICE AREAS

3.1 Exchange Areas

3.1.1 Verizon Service Area Exchanges

Exchange

Acme
Alger
Anacortas
Arlington
Benton City
Big Lake
Blaine
Bothell
 (Excluding Duvall)
 (Including Duvall)
Brewster
Bridgeport
Burlington
Camas-Washougal
Cashmere
Chelan
Concrete
Conway
Coupeville
Curlew
Custer
Darrington
Deming
Edison
Entiat
Everett
Everson
Fairfield
Farmington
Ferndale

T
|

SECTION 3 - SERVICE AREAS (Cont'd)

3.1 Exchange Areas (Cont'd)

3.1.1 Verizon Service Area Exchanges (Cont'd)

Exchange

Garfield
George
Granite Falls
Grayland
Halls Lake
Kennewick
Kirkland
La Conner
Letah
Laurel
Leavenworth
Loomis
Lyman-Hamilton
Lynden
Mansfield
Maple Falls
Marblemount
Marysville
 Lake Goodwin
 Marysville
Molson-Chesaw
Monroe
Mount Vernon
Naches
Newport
Nile
Oak Harbor
Oakesdale
Palouse

SECTION 3 - SERVICE AREAS (Cont'd)

3.1 Exchange Areas (Cont'd)

3.1.1 Verizon Service Area Exchanges (Cont'd)

Exchange

Pullman
Quincy
Republic
Richland
Richmond Beach
Rockford
Rosalia
Sedro Woolley
Silver Lake
Skyomish
Snohomish
Soap Lake
Stanwood
Stevens Pass
Sultan
Tekoa
Tonasket
Waterville
Wenatchee
Westport
Woodland

SECTION 3 - SERVICE AREAS (Cont'd)

3.1 Exchange Areas (Cont'd)

3.1.2 Qwest Service Area Exchanges

Exchange

Aberdeen-Hoquiam
Auburn
Bainbridge Island
Battle Ground
Belfair
Bellevue
Bellingham
Black Diamond
Bremerton
Buckley
Castle Rock
Centralia
Chehalis
Clarkston
Cle Elum
Colfax
Colville
Copalis
Coulee Dam
Crystal Mountain
Dayton
Deer Park
Des Moines
Easton
Elk
Enumclaw

T
|

SECTION 3 - SERVICE AREAS (Cont'd)

3.1 Exchange Areas (Cont'd)

3.1.2 Qwest Service Area Exchanges (Cont'd)

Exchange

Ephrata
Graham
Green Bluff
Hoodsport
Issaquash
Kent
Liberty Lake
Longview-Kelso
Loon Lake
Maple Valley
Moses Lake
Newman Lake
Northport
Olympia
Omak-Okanogan
Oroville
Othello
Pasco
Pateros
Pomeroy
Port Angeles
Port Ludlow

SECTION 3 - SERVICE AREAS (Cont'd)

3.1 Exchange Areas (Cont'd)

3.1.2 Qwest Service Area Exchanges (Cont'd)

	<u>Exchange</u>		
Port Orchard	Roy	Springdale	Vancouver
Port Townsend	Seattle	Sumner	Waitsburgh
Puyallup	Sequim	Tacoma	Walla Walla
Renton	Shelton	Tacoma Waverly	Warden
Ridgefield	Silverdale	Tacoma	Winlock
Rochester	Spokane	Tochet	Yakima

N

3.1.3 CenturyTel of Washington, Inc. Service Area Exchange

Exchange: Chewelah

3.1.4 Ellensburg Telephone Company Service Area Exchanges

Exchange: Ellensburg
Selah

3.1.5 Inland Telephone Company Service Area Exchanges

Exchange: Dewato

3.1.6 Lewis River Telephone Company, Inc. Service Area Exchanges

Exchange: La Center

3.1.7 YCOM Networks Service Area Exchanges

Exchange: Rainier

SECTION 4 - SERVICE DESCRIPTIONS

4.1 General

The various types of the Company's service offerings are described below. The Company's services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any special construction charges other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 3 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 3 years will be negotiated on an ICB. All arrangements will be filed with the Washington Commission prior to service.

4.2 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.

4.2.1 Services Offered

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

DS3 Service (44.7 Mbps)	
DS1 Service (1.5 Mbps)	(N)
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)	(T)
OC-12c (Concatenated Optical Carrier Level 12, SONET Channel of 622.08)	(T)
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)	(T)

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

SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)

4.2 Dedicated Access Services (Cont'd)

4.2.2 Type I and Type II Services

4.2.2.1 DS3 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. 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.

4.3 DS3 SERVICE (44.736 Mbps)

4.3.1 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

SECOND REVISION OF SHEET 43
CANCELING FIRST REVISED SHEET

SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)

4.3 DS3 SERVICE (44.736 Mbps) (Cont'd)

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

NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.
- 4.3.2 Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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.

SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)

4.4 DS1 SERVICE (1.544 Mbps)

(N)

4.4.1 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 +/- 120 ppm

Line Code: Bipolar with either AMI (Alternate Mark Inversion) or B8ZS (Binary 8-zero substitution)

Test Load: 100 ohms resistive +/- 5 percent

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.

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 power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

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

(N)

SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)

- 4.4.3 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.
- 4.4.4 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)

(N)
|
(N)

SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)

4.5 OC-3 Service (T)

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

4.6 OC-12 Service (T)

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

4.7 OC-3c Service (T)

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

4.8 OC-12c Service (T)

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

4.9 OC-48 Service (T)

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

4.10 OC-48c Service (T)

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

SECOND REVISION OF SHEET 45
CANCELING FIRST REVISED SHEET

SECTION 5 -RATES AND CHARGES

5.1 General Regulations

- 5.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- 5.1.2 Services may be provided using one, or a combination of rate elements as outlined in this tariff.
- 5.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.

5.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion according to the intervals set forth in this tariff or as arranged by mutual agreement between the Company and the Customer. In cases where the Company incurs additional expenses due to Customer requested changes to pending orders, rearrangements to existing service, and order completion, the Customer will be required to reimburse Company for the additional expenses incurred on an ICB.

SECTION 5 -RATES AND CHARGES (Cont'd)

5.3 Rates for Dedicated Access Services

5.3.1 General

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:

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

5.3.1.2 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.

5.3.1.3 Terms

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.

(C)

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECOND REVISION OF SHEET 47
CANCELING FIRST REVISED SHEET

SECTION 5 -RATES AND CHARGES (Cont'd)

5.3 Rates for Dedicated Access Services (Cont'd)

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). (N)

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. (N)

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.

5.4 Grandfathered IntraCity Private Line Services

IntraCity Private Line Voice Grade, DS0 services in all forms and DS1 Type II services will not be offered beyond July 13, 2002. Voice Grade, DS0, DS1 Type II IntraCity Private Line services will continue to be provided to those customers who ordered the service prior to this date on a grandfathered basis only according to the rate schedules below. (T)

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECTION 5 -RATES AND CHARGES (Cont'd)

5.4 Grandfathered IntraCity Private Lines Services (cont'd)

Grandfathered DS0, DS1 Rates and Type II Rates:

5.4.1 DS0 Service

5.4.1.1 Basic Type I DS0 Service

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

DS1 Service (1.544 Mbps)

Type I DS1 Service

Monthly Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$200
Interoffice Channel Mileage (Per Mile)	\$13.55
NRC Installation Rate	\$525

M

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
 1025 Eldorado Blvd.
 Broomfield, CO 80021

SECTION 5 -RATES AND CHARGES (Cont'd)

5.4 Grandfathered IntraCity Private Lines Services (Cont'd)

Type II DS1 Service

Monthly Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$200
Interoffice Channel Mileage (Per Mile)	\$13.55
NRC Installation Rate	\$525

Type II DS3 Service

Monthly Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$2,025
Interoffice Channel Mileage (Per Mile)	\$41
NRC Installation Rate	\$1,000

DS1 Hub Service

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 client location and a Level 3 Gateway	Applying appropriate DS1 Nonrecurring Charge	Standard DS1 Rate Schedule		
DS1 Hub @ Level 3 Gateway	N/A	\$500		
DS0 End Link	Apply appropriate DS0 Nonrecurring Charge	Standard DS0 Rate Schedule		

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

M

SECTION 5 -RATES AND CHARGES (Cont'd)

5.4 Grandfathered IntraCity Private Lines Services (Cont'd)

Channelized DS1 Service

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

5.5 IntraCity Local Transport Services

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

5.5.1 Standard Lease Pricing

Type I DS1 Service

This service is priced ICB.

Type I 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.

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

N
|
N

SECOND REVISION OF SHEET 51
 CANCELING FIRST REVISED SHEET

SECTION 5 -RATES AND CHARGES (Cont'd)

5.5.1 Standard Lease Pricing (Cont'd)

DS3 Monthly Recurring Rates	1 Year
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

Type I OC3 Service

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.

OC3 Monthly Recurring Rate	1 Year
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

(I)

SECTION 5 -RATES AND CHARGES (Cont'd)

5.5.1 Standard Lease Pricing (Cont'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.

OC12 Monthly Recurring Rate	1 Year
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

Type I OC48 Service

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.

OC48 Monthly Recurring Rate	1 Year
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

SECOND REVISION OF SHEET 53
CANCELING FIRST REVISED SHEET

SECTION 5 -RATES AND CHARGES (Cont'd)

N

5.5.2 5 Year Long Term Lease Pricing

IntraCity Local Transport 5 year Long Term Lease will be priced according to the method stated in Section 5.3.1.3(b).

Type I OC3 Service

OC3 Upfront Payment	5 Year
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

Type I OC12 Service

OC12 Upfront Payment	5 Year
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

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECTION 5 -RATES AND CHARGES (Cont'd)

5.5.2 5 Year Long Term Lease Pricing (Cont'd)

Type I OC48 Service

OC48 Upfront Payment	5 Year
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.

N

D

SECTION 5 -RATES AND CHARGES (Cont'd)

5.6 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.

5.6.1 Standard Lease Pricing

Type I DS1 Service

This service is priced ICB.

Type I DS3 Service

DS3 Monthly Recurring Rate	1 Year
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	\$1,000

(N)
|
(N)

(I)

(L*)

(L*)

*Material previously appearing on this page now appears on Page No. 55.1.

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
 1025 Eldorado Blvd.
 Broomfield, CO 80021

SECTION 5 -RATES AND CHARGES (Cont'd)

5.6.1 Standard Lease Pricing (cont'd)

Type I OC3 Service

OC3 Monthly Recurring Rate	1 Year
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	\$2,000

L*
|
L*

*Material appearing on this page previously appeared on Page No. 55.

SECTION 5 -RATES AND CHARGES (Cont'd)

5.6.1 Standard Lease Pricing (cont'd)

Type I OC12 Service

OC12 Monthly Recurring Rate	1 Year
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

Type I OC48 Service

OC48 Monthly Recurring Rate	1 Year
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

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

N

SECOND REVISION OF SHEET 57
CANCELING FIRST REVISED SHEET

SECTION 5 -RATES AND CHARGES (Cont'd)

5.6.2 5 Year Long Term Lease Pricing

IntraCity Metro Access 5 year Long Term Lease will be priced according to the method stated in Section 5.3.1.3(b).

Type I OC3 Service

OC3 Upfront Payment	5 Year
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

(1)

Type I OC12 Service

OC12 Upfront Payment	5 Year
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

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

SECTION 5 -RATES AND CHARGES (Cont'd)

5.6.2 5 Year Long Term Lease Pricing (cont'd)

Type I OC48 Service

OC48 Upfront Payment	5 Year
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.

Issued: June 14, 2002

Effective: July 15, 2002

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

N

SECTION 5 -RATES AND CHARGES (Cont'd)

5.7 Contract Rates - Special Pricing Arrangements-ICB

5.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Washington Commission.

[PLEASE CONFIRM IF THIS STILL APPLICABLE]

5.7.2 Individual Case Basis (ICB) Arrangements

For special situations, rates for DID 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.

(N)

SECTION 5 -RATES AND CHARGES (Cont'd)

5.7 Contract Rates - Special Pricing Arrangements-ICB (cont'd)

5.7.3 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

(T)

5.8 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered. However, if the customer was not aware of the unbilled services during the period the services were unbilled, the Company will not revise the previously rendered bills as stated above. The Company reserves the right to revise previous bills for a period of two years after the service was rendered.

5.9 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Washington Commission subject to the requirements of applicable law, except if the promotion is to reduce rates.

SECTION 6 – PRODUCT DESCRIPTION AND RATES

- (D)
- (D)
- 6.1 Direct Inward Dial (DID) Service (T)
- 6.1.1 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.
- 6.1.2 So the Company may efficiently manage its number resource, 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 13.1.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment (T)

SECOND REVISION OF SHEET 62
CANCELING FIRST REVISION OF SHEET

SECTION 6 – PRODUCT DESCRIPTION AND RATES

6.1 Direct Inward Dial (DID) Service (Cont'd)

6.1.3 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	(R)
DID Trunk Capability	N/A	\$5.00 per port	(N)

6.1.4 Individual Case Basis (ICB) Arrangements (N)

For special situations, rates for DID 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. (N)

Issued: September 11, 2003

Effective: October 11, 2003

Issued By: Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021