

LEVEL 3 COMMUNICATIONS, LLC

SOUTH DAKOTA PUC TARIFF NO. 3
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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

Issued by:

Thomas C. Stortz
Group Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
(720) 888-1000

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Issued By: Thomas C. Stortz, Group Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

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SWITCHED ACCESS SERVICES

CHECK SHEET

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 1025 Eldorado Boulevard
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SWITCHED ACCESS SERVICES

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

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

SWITCHED ACCESS SERVICES
EXPLANATION OF SYMBOLS

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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Level 3 Communications, LLC
1025 Eldorado Boulevard
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SWITCHED ACCESS SERVICES

APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to intrastate switched access services provided by Company within the State of South Dakota. Company's services are furnished subject to the availability of facilities 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.

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

SWITCHED ACCESS SERVICES

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: South Dakota Public Utilities Commission.

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

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.

End User: A non-carrier customer of an intrastate telecommunications service. If a carrier uses telecommunications service for administrative purposes, it shall be deemed to be an End User.

[N]
[N]

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Interconnect Carrier: Any carrier that connects to Company's network for exchange of communications traffic.

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 Judgement 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.

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

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SWITCHED ACCESS SERVICES

SECTION 1 - DEFINITION OF TERMS (CONT'D)

PIU: Percent Interstate Usage

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.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the 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. In the case of Tandem Connect service ordered under option (2) of Section 12.1.1.2, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

Service Order: A written request for Company Services that may be 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 will initiate the respective obligations of the parties as set forth herein, 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.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Toll Free: The terms "Toll Free" or "Toll Free Service" refer to an inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location or a location designated by that customer. Toll Free Services typically originate via normal shared use facilities and are terminated via the customer's local exchange service access line.

[N]
[N]

Toll VoIP-PSTN Traffic: The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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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SWITCHED ACCESS SERVICES

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

Unless otherwise specified herein, 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.
- 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.
- 2.4.3 If the Company receives a request for a service offered under this Tariff that cannot be fulfilled due to a lack or shortage of facilities, the Company may agree with the entity requesting the service to undertake to construct or obtain the necessary facilities, in accordance with the terms of Section 11 of this Tariff. [N]
|
[N]

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Level 3 Communications, LLC
1025 Eldorado Boulevard
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SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)2.5 Terms and Conditions

- 2.5.1 Except for Third Party Tandem Connect service, as defined in Section 14.2.3.3, Service shall be provided on the basis of a minimum period of at least one (1) month. [C]
- 2.5.2 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 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. 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.
- 2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.5 The tariffs of the Company shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

2.6 Liability of the Company

- 2.6.1 The liability of the Company shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law. Any person complaining of anything done or omitted by any telecommunications company or motor carrier subject to the provisions of this title in contravention of the provisions thereof, may apply to the commission for relief. No complaint may at any time be dismissed because of the absence of direct damage to the complainant or petitioner. The commission may make rules of practice prescribing the form and procedure for complaints in accordance with chapter 1-26.

Any person claiming to be damaged by any telecommunications company or motor carrier may either make complaint to the commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in this state, but no person may pursue both remedies at the same time

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SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

- 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 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 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.

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

SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

- 2.6.9 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.
- 2.6.10 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.

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

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SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

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 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.

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SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

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.

2.9 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.

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 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

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SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

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.

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SWITCHED ACCESS SERVICESSECTION 3 - OBLIGATIONS OF THE CUSTOMER3.1 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;
- 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;

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SWITCHED ACCESS SERVICESSECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 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.
- 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.

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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.

3.4 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switched Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

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Level 3 Communications, LLC
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Broomfield, Colorado 80021

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SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating access minutes will be measured as follows, based on type of access:

3.4.1.1 For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total originating access minutes.

3.4.1.2 For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

3.4.1.3 For 500, 700, Toll Free 8YY, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes. The PIU factor will be used to determine the jurisdiction for billing purposes of 500, 700, Toll Free 8YY, calling card and operator service access. Originating Access charges will not apply to a Toll Free call that utilizes Toll Free Inter-Exchange Delivery Service as described in Section 14.2.8(B).

[T]

[N]

[N]

3.4.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

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- 3.4.4 Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request or, in the absence of an Access Service Request PIU, the Company will set the projected PIU on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- 3.4.5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage a interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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

SWITCHED ACCESS SERVICESSECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.6 Identification and Rating of VoIP-PSTN Traffic [N]

This section governs the rating and identification of VoIP-PSTN Traffic. In accordance with the Federal Communications Commission's Report and Order released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration released April 25, 2012 (FCC 12-47), both in WC Docket No. 10-90, et al. (together, the "FCC Orders"): (1) intrastate VoIP PSTN Traffic that originates on the Company's network and is bound for the Customer's end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates contained in the Company's Tariff F.C.C. No. 4 and in Section 15 herein; and (2) intrastate VoIP PSTN Traffic that is sent by the Customer for termination to Company end users is subject to interstate switched access rates set forth in the Company's Tariff F.C.C. No. 4 and in Section 15 herein.

The remainder of this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

Calculation and Application of Percent-VoIP- Usage Factors

The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied by applying a Percent VoIP Usage (PVU) factor to the total terminating intrastate access MOU sent to a Company end user by the Customer. Beginning July 1, 2014, the Company will apply the PVU not just to terminating access MOU but to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

- a. The Customer will calculate and furnish to the Company a factor (PVU-A) representing the whole number percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State that is sent to the Company that originated in IP format. Beginning July 1, 2014, the Customer's PVU-A shall be based on access MOU the Customer exchanges with the Company in the State that is (i) sent to the Company that originated in IP format or (ii) is received from the Company and terminated in IP format.
- b. The Company will calculate a factor (PVU-B) representing the whole number percentage of the Company's total intrastate access MOU in the State that terminates in IP format. Beginning July 1, 2014, the PVU-B shall be based on access MOU in the State that originates or terminates in IP format.
- c. The Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate access MOU received from the Customer that is terminated in IP format by the Company and/or originated in IP format by the Customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and a Customer that is originated or terminated in IP format at either the Company end or Customer end. The PVU will be the sum of (i) the PVU-A factor and (ii) the PVU-B factor times (1 minus the PVU-A factor). The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Traffic MOUs.

[N]

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SWITCHED ACCESS SERVICESSECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

[N]

c. (cont'd)

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable interstate switched access rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the Customer's terminating intrastate access MOU at the Company's applicable interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. The Company will bill 100% of the Customer's terminating intrastate access MOU at the Company's applicable interstate switched access rates.

In all of the above examples, the Company will apply the PVU to originating as well as terminating intrastate access MOU beginning July 1, 2014.

- d. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN Traffic.
- e. Both the PVU-A and the PVU-B factors shall be based on information such as the number of each party's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
- f. The Customer shall retain the call detail, work papers, and information used to develop the PVU-A factor for a minimum of one year.
- g. The Company shall use a default PVU factor until such time as Customer supplies a PVU-A factor. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition Report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

- 3.4.7 The preceding section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

[N]

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SWITCHED ACCESS SERVICESSECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.8 PVU Factor Update [N]

The Customer may update the PVU-A factor quarterly using the method set forth herein. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU-A factor will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU-A factors.

3.4.9. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company, and the Customer may ask the Company to verify the PVU-B factor, and the respective calculations thereof. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the applicable PVU-A and PVU-B factors. Notwithstanding the prior sentence, if the Customer updates its PVU-A more than twice in a year, the Company may seek to verify the PVU-A factor each time it is updated. In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to verify the Customer's PVU-A factor, the Company will continue using the most recent undisputed PVU-A factor reported by the Customer or, if no PVU-A has been provided, the default PVU.

[N]

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SWITCHED ACCESS SERVICESSECTION 4 - PAYMENT ARRANGEMENTS4.1 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 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.
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 4.2.6 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 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 taxes, not compounded, multiplied by a monthly late factor of 1.5% or the amount otherwise authorized by law, whichever is lower.
- 4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

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

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SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.8 Although it is the intent of the Company to submit timely statements of charges, failure by the Company to do so in a timely manner shall not constitute a breach of the Company's obligations under this tariff or a waiver of the Company's right to payment of the incurred charges, and, except for the assertion by the Customer that the Company's right to payment is barred by an applicable statute of limitations, the Customer shall not be entitled to dispute the Company's bill(s) based on the Company's failure to submit them in a timely fashion.

[D] [N]

[D] [N]

4.2.9 Switched Access Services Provided By More Than One Local Exchange Carrier

[N]

4.2.9.1 General.

When Switched Transport service is provided by more than one Local Exchange Carrier, the carriers involved will mutually agree upon one of the billing methods below. The Multiple Bill Option will be used unless the Company specifies otherwise in writing. The Customer will place the ASR as specified in Section 12 of this Tariff.

4.2.9.2 Meet Point Billing.

Meet Point Billing is required when an access service is provided by multiple Local Exchange Carriers for FGB or FGD Switched Access services.

There are two Meet Point Billing Options – Single Bill and Multiple Bill. The Company shall notify the Customer of: (a) the Meet Point Billing Option that will be used; (b) the Local Exchange Carrier(s) that will render the bill(s); (c) the Local Exchange Carrier(s) to whom payment(s) should be remitted, and (d) the Local Exchange Carrier(s) that will provide the bill inquiry function.

The Company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the Company shall provide this notice in writing 30 days in advance of any change

[N]

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 Level 3 Communications, LLC
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 Broomfield, Colorado 80021

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4.2.9.2.1. Single Bill Option.

[N]

The Single Bill Option allows the Customer to receive one bill from one Local Exchange Carrier or its billing agent for access services.

The Local Exchange Carrier(s) that renders the bill to the Customer may provide to the Customer, cross references to the other Local Exchange Carrier(s) service and/or the common circuit identifiers based upon industry standards as contained in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply.

For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

(x) The Initial Billing Company for FGB and FGD Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Local Exchange Carrier, the Local Exchange Carrier will notify the Customer.

(y) The Subsequent Billing Company(s) is any Local Exchange Carrier(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the customer designated location is located. The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple Tariff which are described following:

4.2.9.2.1.1 Single Bill/Single Tariff.

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine the applicable charges and bill in accordance with its tariff; (b) include all recurring and nonrecurring rates and charges of its tariff; and (c) forward the bill to the Customer.

The Customer will remit the payment to the Initial Billing Company.

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4.2.9.2.1.2 Single Bill/Pass-Through Billing. [N]

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. Each Local Exchange Carrier will: (a) determine its portion of Switched Transport as in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Initial Billing Company for meet point billed access services. The Initial Billing Company will: (w) apply usage data, when needed, to the bill and calculate the charges; (x) identify each involved Local Exchange Carrier's charges separately on the bill; (y) combine all the bills of the involved Local Exchange Carriers of a meet point billed access service into one access bill; (z) forward the bill to the Customer; and (q) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement.

4.2.9.2.1.3 Single Bill/Multiple Tariff.

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine each Local Exchange Carrier's portion of switched transport as set forth in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with each Local Exchange Carrier's tariff; (c) include all recurring and nonrecurring charges for each involved Local Exchange Carrier; (d) identify each involved Local Exchange Carrier's charges separately on the bill; (e) forward the bill to the Customer; and (f) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement [N]

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4.2.9.2.2 Multiple Bill Option.

The Multiple Bill option allows all Local Exchange Carriers providing service to bill the Customer for their portion of a jointly provided access service. Each Local Exchange Carrier will: (a) determine its portion of the Switched Transport as set forth in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Customer. In cases where the Company provides tandem switching and transport functions, the Local Exchange Carrier that provides end office and related functions may choose to bear the Company's charges in connection with switched access services provided jointly by the Company and such other Local Exchange Carrier. Where the other Local Exchange Carrier so chooses, the Company will bill such other Local Exchange Carrier for its services, and the other Local Exchange Carrier shall render appropriate bills for its services to the Customer in accordance with its own tariffs.

The Customer will remit the payments directly to each Local Exchange Carrier.

4.2.9.2.3 Meet Point Billing Mileage Calculation.

Each Local Exchange Carrier's portion of the Switched Transport mileage will be determined as follows:

4.2.9.2.3.1 For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport - Facility total miles by computing the number of miles from the access tandem to the relevant serving wire center (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4. For Switched Access Direct-Trunked Transport determine the appropriate Direct-Trunked Transport total miles by computing the number of miles between the relevant serving wire centers involved (i.e., customer designated location serving wire center, Hub Wire Center, WATS Serving Office, end office, or access tandem) using the V&H method as set forth in the NECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is rounded up to the next full mile.

Notwithstanding the foregoing, the total mileage from a Company tandem to a subtending end office shall be capped at ten (10) miles irrespective of actual airline miles.

4.2.9.2.3.2 Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each Local Exchange Carrier.

4.2.9.2.3.3 For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in Section 4.2.9.2.3.1, times the BP of each Local Exchange Carrier as set forth in Section 4.2.9.2.3.2, times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for Local Exchange Carrier A. Rates for Local Exchange Carrier B would appear in its appropriate Access Tariff.

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[N]

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SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.9.2.3.4 For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in Section 4.2.9.2.3.1, times the BP of each Local Exchange Carrier as set forth in Section 4.2.9.2.3.2, times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

[N]

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example Airline miles from Local Exchange Carrier A (office X) to Local Exchange Carrier B (office Y) = 10 airline miles as set forth in NECA Tariff FCC No. 4.

4.2.9.2.3.5 Billing Percentage for each Local Exchange Carrier (from NECA Tariff FCC No. 4).

Local Exchange Carrier A = 40%

Local Exchange Carrier B = 60%

4.2.9.2.4 Access Minutes for Local Exchange Carrier A = 9000.

4.2.9.2.5 Tandem-Switched Transport - Facility rate for Local Exchange Carrier A = SWT FAC

4.2.9.2.6 Tandem-Switched Transport - Termination Rate = SWT TERM

NOTE: The Tandem-Switched Transport - Termination rate does not apply in situations where there is an intermediate, non-terminating Local Exchange Carrier involved in the provision of the Switched Transport Facility.

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing Percentage (BP) x Tandem-Switched Transport Facility Rate (SWT FAC) + [Tandem-Switched Transport - Termination Rate (SWT TERM) x Access Minutes (AM) x Quantity of Terminations (TERMS)] = Total

Calculation:

Local Exchange Carrier A

AM ALM BP SWT FAC SWT TERM AM TERMS

9,000 x 10 x .40 x SWT FAC + [SWT TERM x 9,000 x TERMS]=TOTAL

[N]

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- 4.2.9.2.7 For Switched Access Direct-Trunked Transport, multiply the number of airline miles as in (1), times the BP for each Local Exchange Carrier as in (2), times the Direct-Trunked Transport Facility rate elements. For DS1 and DS3 Direct-Trunked Transport, multiply the Direct-Trunked Transport Termination rate times the number of terminations provided by the Local Exchange Carrier
- 4.2.9.3 All other appropriate recurring and nonrecurring charges in each Local Exchange Carrier's Access tariff are applicable.
- 4.2.9.4 Where the Tandem-Switched Transport - Facility is provided by more than one Local Exchange Carrier, the Tandem-Switched Transport - Termination rate applies for the termination at the Local Exchange Carrier end of the Tandem-Switched Transport (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Local Exchange Carrier is the intermediate provider of the Switched Transport Facility.
- 4.2.9.5 The Interconnection Charge for Switched Transport, if any, shall be billed by the Local Exchange Carrier in whose territory the end office is located.
- 4.2.9.6 The Shared Trunk Port for Tandem-Switched Transport shall be billed by the Local Exchange Carrier in whose territory the end office is located.
- 4.2.9.7 For tandem routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the end office on a single bill, single tariff or multiple bill, multiple tariff meet point billing arrangement.
- 4.2.10 The shared multiplexing charge will be assessed to the Interexchange Carrier/Customer by the Local Exchange Carrier owning the access tandem under the multiple bill, multiple tariff meet point billing option, and to the initial billing company, by the Local Exchange Carrier owning the access tandem, under the single bill, single tariff meet point billing option.

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SWITCHED ACCESS SERVICES

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

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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 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- 4.4.2 A deposit will be required under the following conditions:
 - 4.4.2.1 Applicant does not have verifiable credit with any Level 3 Communications, LLC affiliate anywhere within the region in the same or similar business; or
 - 4.4.2.2 Applicant has had previous verifiable Service with any Level 3 Communications, LLC affiliate anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for an Service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

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SWITCHED ACCESS SERVICESSECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- 4.4.3 An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
- 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Service is a current non-residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.

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SWITCHED ACCESS SERVICESSECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 The rate of interest to be paid on Customer deposits is equivalent to the rate paid on 2-year U.S. treasury notes for the preceding 12 months ending December 31 of any year.
- 4.4.11 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.
- 4.5 Discontinuance of Service
- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten 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 30 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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Level 3 Communications, LLC
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SWITCHED ACCESS SERVICESSECTION 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 under paragraphs 4.5.1 or 4.5.2 above, 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%)).
- 4.5.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Commission's Customer Service Rules shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.
- 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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SWITCHED ACCESS SERVICES

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 in paragraphs 4.6.1 through 4.6.3, 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, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.9 Disputed Bills

The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by 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. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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SWITCHED ACCESS SERVICESSECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)4.9 Disputed Bills (cont'd)

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The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
- The account number under which the bill was rendered;
- The date of the bill;
- The invoice number;
- The exact dollar amount in dispute;
- The universal service order code(s)(USOCs) and/or rate element associated with the service;
- Details sufficient to identify the specific amount(s) and item(s) in dispute;
- The name of the person initiating the Customer's dispute;
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.

In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 4.2.6 preceding.

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SWITCHED ACCESS SERVICESSECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS5.1 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 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 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 as assignment, transfer, disposition without such consent shall be null and void.

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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 4.0, 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

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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SWITCHED ACCESS SERVICES

SECTION 6 - CANCELLATION OF SERVICE

Reserved for future use.

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SWITCHED ACCESS SERVICESSECTION 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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SWITCHED ACCESS SERVICES

SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS

8.1 General

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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 any particular purpose.

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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 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

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SWITCHED ACCESS SERVICESSECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

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 the requirements set forth in Section 2.8 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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SWITCHED ACCESS SERVICESSECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE9.1 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 or Joint 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 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 a service, facility or circuit is interrupted and 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.
- 9.1.3 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.
- 9.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and Up to 24 hours.

Interruptions Over 24 Hours and Less than 72 Hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours will be credited 2 days for each full 24-Hour period. No more than 30 days credited will be allowed for any one month period.

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Level 3 Communications, LLC
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SWITCHED ACCESS SERVICESSECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)9.2 No credit allowance will be made for:

- 9.2.1 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;
- 9.2.2 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;
- 9.2.3 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;
- 9.2.4 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;
- 9.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 9.2.6 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;
- 9.2.7 interruption of service due to circumstances or causes beyond the control of the Company; and
- 9.2.8 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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SWITCHED ACCESS SERVICESSECTION 10 - APPLICATION OF RATES

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:

- A. Obtain the vertical and horizontal coordinates for each Point of Service location.
- B. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.
- C. Square each difference between the vertical coordinates and the horizontal coordinates.
- D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained. For example:
$$\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$$
- F. Take the square root of the result.

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SWITCHED ACCESS SERVICESSECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS11.1 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 arrangements include any service or facility relating to a telecommunications service not otherwise specified under a tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

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

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

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

11.1.5 on an expedited basis;

11.1.6 on a temporary basis until permanent facilities are available;

11.1.7 involving abnormal costs; or

11.1.8 in advance of its normal construction.

11.2 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.

11.3 Basis for Cost Computation

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

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SWITCHED ACCESS SERVICESSECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

- 11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
- 11.3.1.1 equipment and materials provided or used,
 - 11.3.1.2 engineering, labor and supervision,
 - 11.3.1.3 transportation,
 - 11.3.1.4 rights of way, and
 - 11.3.1.5 any other item chargeable to the capital account;
- 11.3.2 annual or monthly charges including the following: [C]
- 11.3.2.1 cost of maintenance;
 - 11.3.2.2 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;
 - 11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 11.3.2.4 any other identifiable costs related to the facilities provided; and
 - 11.3.2.5 an amount for return and contingencies.

11.4 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.

- 11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 11.4.2 The maximum termination liability as determined in paragraph (1) 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

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SWITCHED ACCESS SERVICES

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

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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Level 3 Communications, LLC
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SWITCHED ACCESS SERVICESSECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE12.1 General

This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

12.1.1 Ordering Conditions:

Except for Tandem Connect Service (as defined in Section 14.2.3.3), all services offered under this tariff will be ordered using an ASR.

12.1.1.1 ASR Orders. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address(es);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

12.1.1.2 Third-Party Tandem Connect Service Orders.

A Customer may order Third-Party Tandem Connect service (as defined in Section 14.2.3.3) either by (1) submitting an ASR as defined in Section 12.1.1.1 or (2) routing Switched Access Service traffic to the Company, or accepting such traffic from the Company, through the switch of another entity to which the Customer is connected (the “third-party tandem provider”). Where the Customer orders Third-Party Tandem Connect service via option (2), the Company may use information provided to the Company by the third-party tandem provider or information obtained from other sources to bill the Customer for the services provided.

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SWITCHED ACCESS SERVICESSECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

12.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 14.1.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the customer may cancel the order and no charges will apply.

12.2 Access Order

Unless otherwise specified herein, an ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Local Connect Service or Third-Party Tandem Connect Service (in those cases where such service is ordered via an ASR), as described in Sections 14.2.3.2 and 14.2.3.3, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Third-Party Tandem Connect Service by means of an ASR, the Customer will only be required to complete an ASR for installation of new service.

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12.2.1 Access Service Date Intervals. Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval, subject to the following conditions:

12.2.1.1 Standard Interval: Except for Third-Party Tandem Connect Service ordered under option (2) of Section 12.1.1.2, the Standard Interval for Switched and Special Access Service will be 10 business days from the date the ASR is submitted to the Company. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. For Third-Party Tandem Connect Service ordered under option (2) of Section 12.1.1.2, the Standard Interval will be the same day as the service is ordered. [C]

12.2.1.2 Negotiated Interval: The Company will negotiate a Service Date Interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order; or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has required. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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SWITCHED ACCESS SERVICESSECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

12.2.2 Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

12.2.2.1 Service Commencement Date Charges:

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 15.1.3.2.

12.2.2.2 Design Change Charge:

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and requested changes to determine what change(s)

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Thomas C. Stortz, Group Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
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SWITCHED ACCESS SERVICESSECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination or type of Channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 15.1.3.2 are in addition to any Service Date Change Charges that may apply.

12.2.2.3 Expedited Order Charge:

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled work load, Company agrees to provide service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Charge will not apply.

In the event the Company provides service on a expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

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

SWITCHED ACCESS SERVICESSECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 15.1.3.2.

12.2.3 Cancellation of an Access Service Request:

A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A customer may negotiate an extension of the service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 15.1.3.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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

SWITCHED ACCESS SERVICES

SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

12.2.4 Minimum Period of Service.

The minimum period for which Third-Party Tandem Connect Service is provided and for which charges are applicable is one month. [C]

12.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DSL or DS3);
- (5) A change in Switched Access Service Traffic Type;

12.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SWITCHED ACCESS SERVICESSECTION 13 – CARRIER COMMON LINE SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 14 of this tariff. Carrier Common Line Access Service will not apply where the Company provides Toll Free Inter-Exchange Delivery Service. [N]
[N]
[N]

13.1 General Description

Carrier Common Line Access provides for the use of end users, Company provided common line by customers for access to such end users to furnish Communications Services.

13.2 Limitations

13.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

13.2.2 Access Groups

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

13.3 Undertaking of the Company

13.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in 15.1.3 following.

13.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes when the Company provides common line service with other Switched Access Services. [N]
[N]

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SWITCHED ACCESS SERVICES

SECTION 13 – CARRIER COMMON LINE SERVICE (CONT'D)

13.4 Obligations of the Customer

13.4.1 Switched Access Service Requirements

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this tariff.

[D]

[D]

13.5 Determination of Usage Subject to Carrier Common Line Access Charges

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access service.

13.5.1 Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in 3.4.1 (Percent Interstate Use – PIU).

13.6 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Company, for each customer and then rounded to the nearest minute.

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SWITCHED ACCESS SERVICESSECTION 13 – CARRIER COMMON LINE SERVICE (CONT'D)

13.7 Billing of Charges

13.7.1 Access minutes for all Switched Access Service subject to Carrier Common Line charges will be multiplied by the Access per minute rate as set forth in Section 15.1.3.4.2 following.

13.8 Determination of Charges

13.8.1 Carrier Common Line charges will be billed to each Switched Access Service provided further under this tariff, in accordance with the rates as set forth in Section 15.1.3.4 following.

13.8.2 Carrier Common Line Access per minute charge (s) apply to:

- A. all terminating access minutes of use.
- B. less those terminating access minutes of use associated with Mobile Telephone Switching Offices (MTSOs).
- C. All originating access minutes of use associated with calls placed to 700, 800 and 900 numbers, less those originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges.

When the Customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in (D) following. If a billing dispute arises concerning the Customer provided report, the Company will request the Customer to provide the data the Customer used to develop the report. The Company will not request such data more than once a year. The Customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Company until after billing, it shall be used by the Company to calculate and post a credit to the Customer's account. The credit shall be posted to the Customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

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

SWITCHED ACCESS SERVICES

SECTION 13 – CARRIER COMMON LINE SERVICE (CONT'D)

13.8 Determination of Charges (Cont'd)

D. The originating Access, per minute charge(s) apply to:

- all originating access minutes of use,
- all originating access minutes of use where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers,
- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers,
- less those originating access minutes of use associated with Mobile Telephone Switching Offices (MTSOs),
- plus all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that term mate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (C) preceding.

13.9 Supervision

Where a Company switch serves the end user, the Company shall provide the necessary on-hook and off-hook supervision.

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SWITCHED ACCESS SERVICES

SECTION 14 - SWITCHED ACCESS SERVICE

14.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a communications path between a Customer's Premises and a service obtained by an End User from the Company or (if the Switched Access Service is provided by more than one local exchange carrier as provided in Section 4.2.9 of this Tariff) from another carrier whose network subtends the Company's facilities. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's service to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's service. [C]

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

14.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

14.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DSI level and provides trunk-side access to Company switches with an associated uniform 101-XXXX Access Code for Customer's use in originating and terminating communications. FGD service will be provided with SS7 signaling. (Multi-Frequency In-Band signaling may also be available, for a separate charge established under Section 11 of this Tariff.) End Users of Customer's service may also originate calls to certain FGD Access Customers without dialing the 101-XXXX Access Code if End User is presubscribed, as described herein. [C]

The Access Code for FGD switching is a uniform Access Code of the form 10XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), O+ CC + NN or 011 + CC + NN.

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SWITCHED ACCESS SERVICESSECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

14.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

14.2.3 Rate Categories

14.2.3.1 The following serving arrangements may apply to Switched Access Service, depending on which the Customer uses:

- A. Local Connect
- B. Tandem Connect
- C. Third-Party Tandem Connect

14.2.3.1.1 **Local Connect Switched Access Service.**

Local Connect Switched Access Service is service in which the End User is served by the Company, and the Customer connects with the Company at a point of interconnection located within the same local access and transport area in which the End User obtains its service from the Company. Unless the Customer chooses to provide its own facilities for connection, the Company will provide a connection (subject to the availability of facilities, as specified in Application of Tariff and Special Construction, above) between the Customer's Premises and the relevant Company switch in the same local access and transport area. This transmission path will be dedicated to the use of a single Customer. Customer may specify a DS3 or DS1 connection. Higher or lower data rates may be available on a Special Construction basis as provided in Section 11 of this Tariff.

Local Connect Switched Access Service is comprised of: (i) charges for Entrance Facilities/Direct Trunked Transport and DS1 Switch Ports (at the customer side of the end office switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute local switching charge; (iv) a per-minute carrier common line charge; and (v) where applicable, a toll-free database query charge (for outbound toll-free calls where Level 3 provides the query function). These charges are set out in Section 15 of this Tariff.

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SWITCHED ACCESS SERVICESSECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

14.2.3.1.2 Tandem Connect Switched Access Service

Tandem Connect Switched Access Service is service in which either (a) the End User is served by a third party whose network subtends the Company's network; and/or (b) the Customer physically connects with the Company at a point of interconnection located in a local access and transport area other than the one in which the End User obtains its service. Unless the Customer chooses to provide its own facilities for connection, the Company will provide a connection (subject to the availability of facilities, as specified in Application of Tariff and Section 11, above) between the Customer's Premises and a Company point of interconnection within the state of South Dakota. In determining the rate for an arrangement provided under Section 11, the Company will treat the distance component of any transport provided as capped at 10 miles. This transmission path will be dedicated to the use of a single Customer. Customer may specify a DS3 or DS1 connection. Higher or lower data rates may be available on a Special Construction basis as provided in Section 11 of this Tariff.

Access to Tandem Connect Switched Access Service is provided in the local access and transport areas in which the Company has tandem equipment. A connection from a Customer's network to any Company tandem location will provide connectivity to all Company end offices nationwide and all third-party End Offices that subtend any Company tandem, nationwide. The Company will provide Customers a list of its Tandem locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

Tandem Connect Switched Access Service is comprised of: (i) charges for Entrance Facilities/Direct Trunked Transport and DS1 Switch Ports (at the customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute tandem switching charge; and (iv) a per-minute tandem switched transport charge (capped at 10 miles of transport between the tandem switch and the end office switch); These charges are set out in Section 15 of this Tariff. These charges are in addition to any applicable end office charges from the Company, as set out in Section 14.2.3.1, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network serves the End User, then billing by the Company and the third party shall be as specified in 4.2.9 above.

Where a Customer obtains Tandem Connect Switched Access Service, calls to and from Company NPA-NXXs located in the same local access and transport area in which the Customer connects to the Company's network shall be rated as Local Connect Switched Access Service, irrespective of whether such service is separately ordered for such NPA-NXXs.

When a customer has established a connection to the Company's network in order to obtain Tandem Connect Switched Access Service, the customer may use the same connection facilities to deliver to the Company any switched access traffic (interstate or intrastate) bound for the Company from the customer. The rates applicable to the termination of all such traffic shall be determined by the traffic terms that apply to such traffic.

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SWITCHED ACCESS SERVICESSECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

[N]

14.2.3.1.3 Third-Party Tandem Connect Switched Access Service is provided in conjunction with a third-party provider of tandem switching in cases where the Company's Switch serving the End User subtends such third-party tandem switch. Third Party Connect Switched Access Service consists of circuits from the point of interconnection with Customer's third-party tandem provider to the Company's End Office Switch. This Third Party Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges. Charges are computed in accordance with Section 4.2.9 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Local Exchange Carrier is Involved). Subject to and as specified there, with Third Party Tandem Connect Switched Access Service, Customer will pay Company for End Office switching and port charges, and carrier common line charges, as set forth in Section 15 and, typically, an appropriate portion of transport mileage as set out in Section 15. Third-Party Tandem Connect Switched Access Service is available only with respect to (a) Company End Office switches that subtend a third party's tandem switch, and (b) on an incidental and transitional basis, Company End Offices that subtend a Company tandem, but where physical connections exist that permit the delivery of incidental traffic to the Company's End Office switch via the third party tandem switch.

The Company will provide, upon request, an identification of the tandem switch (Company or third party) that each of its End Offices subtends. The Company will also reflect the tandems that each of its End Offices subtends in the Local Exchange Routing Guide or successor industry document.

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SWITCHED ACCESS SERVICESSECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)14.2.3.2 **Entrance Facility/Direct Trunked Transport.**

[N]

Local Connect and Tandem Connect arrangements require the establishment of a connection between the Customer's premises and the relevant Company switch(es). Such connection is established using an Entrance Facility/Direct Trunked Transport arrangement as described in this section.

14.2.3.2.1 **Entrance Facility/Direct Trunked Transport.** An Entrance Facility/Direct Trunked Transport element provides the communication path for the sole use of the Customer between a Customer's Premises in a local access and transport area and a Telephone Company switch that is used to provide switched access services to the Customer. As described in Section 15 of this Tariff, the Entrance Facility/Direct Trunked Transport element consists of a fixed monthly charge and a charge per mile per month, with mileage measured from the Customer's Premises to the relevant Telephone Company switch. This arrangement is required whether the Customer's Premises and relevant Telephone Company switch are located in the same or different buildings (although where they are in the same building a zero mileage rate would apply). Where facilities are available at the time of a Customer order, the Company will provide the Entrance Facility/Direct Trunked Transport at the rates specified in Sections 15, following. Where facilities are not available at the time of a Customer order, the Customer may self-provision a connection from its Premises to the applicable Company point of interconnection, or the Company may provide the Entrance Facility on a Special Construction basis as specified in Section 11, preceding.

If a Customer has no Premises or facilities in the local access and transport area where a Company switch is located to which the Customer seeks to connect, the Company will arrange for transport from a mutually agreeable location in the local access and transport area where the Customer has Premises or facilities to the local access and transport area where the relevant Company switch is located. Due to the variability of possible arrangements affected by this provision, the rate(s) applicable to any such arrangement will be developed on an individual basis in accordance with the provisions of Section 11 of this Tariff. In determining the rate for an arrangement provided under Section 11, the Company will treat the distance component of any transport provided as capped at 10 miles.

14.2.3.2.2 **Multiplexing.** The Company's switches use DS1 ports. A Customer may choose to deliver traffic to or receive traffic from the Company at the DS3 level, in which case multiplexing charges will apply as set forth in Section 15, following.

14.2.3.2.3 **Switch Port.** An Entrance Facility/Direct Trunked Transport arrangement will terminate in one or more DS1 ports on the relevant Company switch. Charges for these ports will apply as set forth in Section 15, following.

[N]

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SWITCHED ACCESS SERVICES

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

[D]

[D]

14.2.4 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

14.2.5 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

14.2.6 Ordering Options and Conditions:

Switched Access Service is ordered under the Access Order provisions set forth in Section 12. Also included in that section are other charges which may be associated with ordering Switched Access Service.

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SWITCHED ACCESS SERVICESSECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

14.2.7 Competitive Pricing Arrangements:

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts. Notice of the competitive pricing arrangement contracts, once executed, will be filed with Commission according to Commission rules.

14.2.8 Determination of Charges

- (A) Except as set forth in 14.2.8(B) below, and subject to Section 14.2.3 above, the Originating Access, per minute charge(s) apply to:
1. all Originating Access minutes of use, associated with calls placed to 700 numbers, Toll Free 8YY and 900 numbers for which the Customer furnishes service.
 2. all Originating Access minutes of use where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers,
- (B) **Exception:** Subject to Section 14.2.3 above, the following are exempted from the application of the originating access charge elements of Carrier Common Line, Local End Office Switching, End Office Port, Switched Transport Usage, Tandem Switched Transport – Facility and Switched Termination.
1. all Originating Access minutes of use associated with calls placed to 700 numbers, Toll Free 8YY and 900 numbers, where such traffic utilizes the Toll Free Inter-Exchange Delivery Service in Section 14.2.9(B).
 2. all Originating Access minutes of use originating from a wireless carrier's Mobile Telephone Switching Offices (MTSOs), including any MTSO owned by the Company.

[N]

[N]

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SWITCHED ACCESS SERVICESSECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

14.2.9 Other Rate Categories

[T][L]

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll Free number. Records exchange, rating, and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

(1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of South Dakota. The per query Customer Identification Charge is set forth in Section 15.

(B) Toll Free Inter-Exchange Delivery Service

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 15 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

[L]

(C) Pay Telephone Compensation

When a Toll-Free number is dialed from a payphone and carried over the Company's facilities to an Interexchange Carrier Customer, the Interexchange Carrier Customer, or a successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of reporting and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Company to provide that service for an additional fee. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Company to the Interexchange Carrier.

[N]

[N]

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SWITCHED ACCESS SERVICES

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

14.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff. The Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

14.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company’s Network Services.

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer’s Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked services as stated below. Based on the information provided Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of service by Customer, Customer will be granted a credit allowance for service interruption as set forth in Section 9.

When a Customer uses the Company’s facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of service under Section 4.5.2.

14.3.2 Supervisory Signaling

[N]

In cases where the end user is served by a Company switch, the company’s equipment shall provide the necessary On-Hook, Off-Hook answer and disconnection supervision.

[N]

14.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

14.4.1 Report Requirements:

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

14.4.2 Reserved

[D]

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SWITCHED ACCESS SERVICES

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

14.4.3 Design of Switched Access Services:

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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Level 3 Communications, LLC
1025 Eldorado Boulevard
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SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES15.1 Rates for Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: Usage Rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring Charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

(a) **Installation of Service:** Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

15.1.1 Application of Rates15.1.1.1 Local Connect:

The rates that apply for Local Connect Switched Access Service are: (i) charges for Entrance Facilities/Direct Trunked Transport (which, in the absence of a state tariffed rate for such Entrance Facilities/Direct Trunked Transport, shall be determined on a special assembly basis, as described in Section 14.2.3, preceding) and DS1 Switch Ports (at the customer side of the end office switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute local switching charge; (iv) a per-minute carrier common line charge; and (v) where applicable, a toll-free database query charge (for outbound toll-free calls where Level 3 provides the query function). These charges are set out in Section 15 of this Tariff. [C]

15.1.1.2 Tandem Connect:

The rates that apply for Tandem Connect Switched Access Service are: (i) charges for Entrance Facilities/Direct Trunked Transport (which, in the absence of a state tariffed rate for such Entrance Facilities/Direct Trunked Transport, shall be determined on a special assembly basis, as described in Section 14.2.3, preceding) and DS1 Switch Ports (at the customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute tandem switching charge; and (iv) a per-minute tandem switched transport charge (capped at 10 miles of transport between the tandem switch and the end office switch); These charges are set out in Section 15 of this Tariff. These charges are in addition to any applicable end office charges from the Company, as set out in Section 14, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network serves the End User, then billing by the Company and the third party shall be as specified in 4.2.9 above.

15.1.1.3 Third-Party Tandem Connect:

The rates that apply for Third-Party Tandem Connect service are: (i) a tandem switched transport rate, as set out in section 15, determined in accordance with Section 4.2.9 of this tariff; and (ii) all applicable end office rates, as specified in Section 15.1.1.1 above (but not including entrance facility, direct trunk transport, or multiplexing charges). [C]

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SWITCHED ACCESS SERVICES

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.2 Billing of Access Minutes:

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups associated with Local Connect Switched Access Service and with the receipt of an exit message by the switch for tandem Trunk groups associated with Tandem Connect Switched Access Service or Third-Party Tandem Connect Switched Access Service. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

[L]

[C]

[L]

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the Customer's network. The Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

[C]

15.1.3 Rates and Charges

15.1.3.1 Service Implementation

A. Installation Charge – Per Trunk

	<u>Non-recurring Charge</u>
DS0-Voice Grade	\$99.00
DS1	\$482.00
DS3	\$528.00

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SWITCHED ACCESS SERVICES

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

	<u>Per Occurrence</u>
A. Service Date	\$10.00
B. Design Changes	\$25.00
C. Expedite Charge	\$100.00

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

	<u>Per Access Minute of Use</u>	
Terminating	See Level 3 Communications, LLC Tariff F.C.C. No. 4	[C]
Originating	\$0.001974	[C] [T]

15.1.3.4.2 Carrier Common Line Rates

	<u>Per Access Minute of Use</u>
Terminating	\$0.000000
Originating	\$0.038420

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SWITCHED ACCESS SERVICES

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.4.3	Switched Transport Usage Rates		
		<u>Access Rate Per Minute</u>	
	-Local Transport		[T]
	Originating	\$0.000237	[T]
	Terminating – 3 rd Party	\$0.000237	[N]
	Terminating – Company	\$0.000000	[N]
	End Office		[N]
	-Interconnection Charge	\$0	
	-Tandem Switching Charge		
	Originating	\$0.004681	
	Terminating	See Level 3 Communications, LLC Tariff F.C.C. No. 4	[C] [C]
15.1.3.4.4	Direct-Trunked Transport		
	Monthly Recurring Rate		
	<u>Fixed</u>	<u>Per Mile</u>	
	-DS0		
	See Level 3 Communications, LLC Tariff F.C.C. No. 4		[C]
	-DS1		
	See Level 3 Communications, LLC Tariff F.C.C. No. 4		[C]
	-DS3		
	See Level 3 Communications, LLC Tariff F.C.C. No. 4		[C]
15.1.3.4.5	Toll Free Data Base Access Service		
	Customer Identification		
	- Per Query	\$0.003312	
15.1.3.4.6	Toll Free Inter-Exchange Delivery Service		
		<u>Access Rate per Minute</u>	
	Tandem Switching		
	Originating	\$0.007700	[D]
	Tandem Termination		
	Originating	\$0.000273	[D]
	Tandem Transport per Mile		
	Originating	\$0.000018	[D]

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SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES (CONT'D)**15.1.4 Application of rates for Local Connect Switched Access Service, Tandem Connect Switched Access Service, and Third-Party Tandem Connect Switched Access Service**

15.1.4.1 – Rates Applicable To Local Connect Service

15.1.4.1.1 Entrance Facility/Direct Trunked Transport

To obtain Local Connect Service, the Customer must obtain a connection from its Premises in a local access and transport area to the Company local switch to which the Customer seeks to connect. To obtain that connection the Customer must purchase a combination of Entrance Facilities, Direct Trunked Transport, and DS1 switch ports, as well as multiplexing, if applicable.

The Direct Trunked Transport rate shall be applied per DS1-level, DS-3 level, or higher-level connection (for states in which multiple data rate options are available), at the appropriate per-month and per-mile rate(s) specified in Section 15.1.3.4.4 of this tariff. The Per Mile amounts shall be charged monthly and shall be calculated based on the distance between the Customer's premises and the Company local switch to which the Customer seeks to connect, calculated in accordance with Section 10 of this Tariff.

15.1.4.1.2 Multiplexing

The Company's network normally requires traffic delivered to its switches at the DS1 level. If a Customer chooses to obtain mutliplexing/demultiplexing services to convert DS3 to DS1 level signaling, the Customer may obtain that service from the Company. The rates apply per minute of traffic multiplexed or demultiplied. If multiplexing between other data rates is required, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

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SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES (CONT'D)

15.1.4.1.3 Switch Ports

For each DS1 port on the relevant Company local switch, the per-minute port charge shall apply to each originating and terminating minute of use.

15.1.4.1.4 Per-Minute End Office Rates

For each originating minute of use a Customer receives from a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each terminating minute of use a Customer send to a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each originating and each terminating minute of use, the per-minute-of-use port charges shall also apply as stated in Section 15.1.4.1.3., above.

15.1.4.1.5 Database Query Rates

To the extent that End Users originate toll free calls that are routed via Local Connect Service, the Company shall impose the charges stated is Section 15.1.3.4.5, above.

15.1.4.2 – Rates Applicable To Tandem Connect Service

15.1.4.2.1 Entrance Facility/Direct Trunked Transport

To obtain Tandem Connect Service, the Customer must obtain a connection from its Premises to a Company tandem switch. To obtain that connection the Customer must purchase a combination of Entrance Facilities, Direct Trunked Transport, and DS1 switch ports, as well as multiplexing, if applicable, subject to Section 15.1.1, preceding. The Company will provide a Customer with a list of its tandem switch locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

Subject to Section 15.1.1, preceding, The Direct Trunked Transport rate shall be applied per DS1-level, DS-3 level, or higher-level connection (for states in which multiple data rate options are available), at the appropriate per-month and per-mile rate(s) specified in Section 15 of this tariff. The Per Mile amounts shall be charged monthly and shall be calculated based on the distance between the Customer's premises and the Company tandem switch to which the Customer seeks to connect, calculated in accordance with Section 10 of this Tariff.

15.1.4.2.2 Multiplexing

The Company's network normally requires traffic delivered to its switches at the DS1 level. If a Customer chooses to obtain mutliplexing/demultiplexing services to convert DS3 to DS1 level signaling, the Customer may obtain that service from the Company. The rates apply per minute of traffic multiplexed or demultiplied. If multiplexing between other data rates is required, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

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[N]

[N]

SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES (CONT'D)

15.1.4.2.3 Switch Ports

For each DS1 port on the Company tandem switch, the per-minute port charge shall apply to each originating and terminating minute of use.

15.1.4.2.4 Per-Minute Tandem Switched Transport Rates

For each minute of use (originating or terminating) a Customer transmits to or receives from a Company tandem switch, the per-minute-of-use (including per-minute-per-mile) rates specified in Section 15.1.3.4.3 shall apply, except as specified below:

- The charges specified in Section 15.1.3.4.3 shall not apply to any traffic bound for a Company end office switch located in the same local access and transport area as the company tandem switch to which the Customer is connected.
- For Company or third party end office switches located in a local access and transport area different from the one where the Company tandem switch is located, the "rates per access minute per mile" shall be calculated using mileage calculated in accordance with Section 10, but with mileage capped at ten (10) miles of transport.

15.1.4.2.5 Per-Minute End Office Rates

For each originating minute of use a Customer receives from a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each terminating minute of use a Customer send to a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each originating and each terminating minute of use, the per-minute-of-use port charges shall also apply as stated in Section 15.1.4.2.3., above.

15.1.4.2.6 Database Query Rates

To the extent that End Users originate toll free calls that are routed via Local Connect Service, the Company shall impose the charges stated in Section 15.1.3.5, above.

15.1.4.3 Third-Party Tandem Connect:

The rates that apply for Third-Party Tandem Connect service are: (i) a tandem switched transport rate, as set out in section 15.1.3.4.3, determined in accordance with Section 4.2.9 of this tariff; and (ii) all applicable end office rates, as specified in Section 15.1.3.4.1, 15.1.3.4.2, and/or 15.1.3.4. above (but not including entrance facility, direct trunk transport, or multiplexing charges).

Charges in addition to those noted above may apply in accordance with this tariff for other services and functions provided to the Customer, including, without limitation, non-recurring charges, order processing charges, and special construction charges. In addition, as provided in this tariff, if the Company does not have facilities available to meet a Customer's specific request for service, the Company may provide such services on a special construction basis, in accordance with Section 11 of this tariff.

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[N]

[N]

SWITCHED ACCESS SERVICES

SECTION 15 – RATES AND CHARGES (CONT'D)

15.2 Non-routine Installation/Maintenance Charges

As stated in 2.9, at the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In that case, the following rates apply:

Basic Time - per quarter hour:	\$21.44
Overtime - per quarter hour:	\$28.01
Premium Time - per quarter hour:	\$34.59

15.3 Individual Case Basis 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 service in this tariff. ICB rates will be offered to the Customer in writing. Notice of such arrangements will be provided to the Commission according to Commission rules.

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Level 3 Communications, LLC
1025 Eldorado Boulevard
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SWITCHED ACCESS SERVICES

SECTION 15 - RATES AND CHARGES (CONT'D)

15.1.3.2	Change Charges (Per Order)	
		<u>Per Occurrence</u>
	A. Service Date	\$10.00
	B. Design Changes	\$25.00
	C. Expedite Charge	\$100.00
15.1.3.3	Cancellation Charges (Per Order)	
		\$25.00
15.1.3.4	Switched Access	
	15.1.3.4.1 Local End Office Switching	
		<u>Per Access Minute of Use</u>
		\$ 0.00861
	15.1.3.4.2 Carrier Common Line Rates	
		<u>Per Access Minute of Use</u>
		\$0.038905

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