

*This Tariff, Broadwing Communications, LLC, Idaho P.U.C. Tariff No. 4 Cancels and Replaces
C III Communications Operations, LLC Idaho P.U.C. Tariff No. 2 In Its Entirety*

BROADWING COMMUNICATIONS, LLC

RETAIL INTEREXCHANGE TELECOMMUNICATIONS

SERVICE TARIFF

This tariff contains the description, regulations and rates for telecommunications service and facilities provided by Broadwing Communications, LLC with principal offices at 100 CenturyLink Drive, Monroe, LA 71203. This tariff applies for service furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission (“Commission”), and copies may be inspected, during normal business hours, at the Company’s regulatory office in Monroe.

(T)

(T)

Issued: May 16, 2019

Effective: June 1, 2019

By: Chantel Bosworth – Director Government Operations
100 CenturyLink Drive
Monroe, LA 71203

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING
June 1, 2019
Boise, Idaho

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	First *	23	Original	43.2	Original
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* New or Revised Page.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Change in regulation or rate structure.
- D - Delete or discontinue
- I - Increase in rate.
- M - Moved from another tariff location.
- N - New rate or regulation.
- R - Reduction in rate.
- T - Change in text or regulation but no change in rate or charge.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page Revisions** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2
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- D. Check Sheet** - When a tariff is filed with the commission, an updated check sheet accompanies the filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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 Broadwing Communications, LLC
 1122 Capital of Texas Highway South
 Austin, Texas 78746

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

ASR (Access Service Request) - Service ordered processed to the underlying local exchange or interexchange carrier.

Authorization Code - a numerical code, one or more of which are assigned to a customer to enable a reseller to identify use of service on its account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - an apparatus provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the called number to the carrier's facilities.

Bandwidth - the total frequency band allocated for a channel.

Business Customer - any Customer of the Company who is not a Residential Customer as described herein.

Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.

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

Carrier - Broadwing Communications, LLC, unless specifically stated otherwise.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Company – Broadwing Communications, LLC, sometimes referred to as a carrier.

Completed Calls - calls answered at the distance end. If a customer is charged for an incomplete call, the Company will issue a one minute credit upon the customer’s request.

Custom Account Coding - key, legend or table created by the customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this tariff.

Customer Premises Equipment - communications equipment located at the customer’s premises. Such equipment may be provided by the customer or by The Company.

Day Rate Period - unless otherwise specified in this tariff, the Day Rate Period applies during the hours of 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

Dedicated Port - a port on reseller’s switch which is dedicated, at extra charge, to customer’s exclusive use, and which is connected to the customer’s premises by a private line furnished by the customer or the customer’s serving local exchange company.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Dialed Number Information Service (DNIS) - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Evening Rate Period - unless otherwise specified in this tariff, the Evening Rate Period applies during the hours of 5:00 p.m. to, but not including 11:00 p.m., Sunday through Friday.

Excessive Call Attempt - a customer attempt to call over the carrier's network using an invalid authorization code during a measured 15 minute period, within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Holidays - for the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day.

Holiday Rate Period - the evening rate will apply to calls made on the Company recognized holidays, provided, however, that calls made on holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area - metropolitan locations served by the Company which have been defined by the local exchange telephone company as a local calling area under its local exchange tariff.

Measured Use Service - the provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Message - a completed telephone call by a customer or end user.

Network Terminal - any location where the Company provides services described herein.

Night/Weekend Rate Period - unless otherwise specified in this tariff, the Night/Weekend Rate Period applies during the hours of 11:00 p.m. to, but not including 8:00 a.m., Monday through Friday; all day Saturday; and from 8:00 a.m. to, but not including 5:00 p.m. Sunday.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Physical Change - the modification of a circuit, dedicated access line, or port at the request of the customer requiring an actual material change.

Post-engineering - After provisioning of service elements.

Pre-engineering - Prior to provisioning of service elements.

Premises - the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rate - money, charge, fee or other recurring assessment billed to customers for services or equipment.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Routing Function - terminating number for toll free service may be designated by time of day, day of the week, region of originating ANI or percentage of calls.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Speed Number - a signaling arrangement by which a customer may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Terminal Equipment - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - account codes that have restricted access.

1.2 Abbreviations:

CPE - Customer Premises Equipment

LATA - Local Access and Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Telecommunications Service

NSF - Non-sufficient funds

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal Coordinates

WATS- Wide Area Telephone Service

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.

2.2.4 Title to all equipment provided by the Company under this tariff remains with the Company.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)

2.2 Limitations on Service, (continued)

2.2.5 The customer may not transfer or assign the use of service provided under this tariff except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this tariff, as well as all conditions for service, shall apply to all such permitted assignees or transferees.

2.2.6 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)**2.4 Limitation of Liability, (continued)**

- 2.4.2** The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
- 2.4.3** Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.4.4** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)

2.4 Limitation of Liability, (continued)

2.4.5 The Company’s liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company’s liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

2.4.6 The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

2.4.7 NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR THE INDIRECT CONSEQUENTIAL, INCIDENTAL RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS TARIFF. ADDITIONALLY, SUPPLIER SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THE SUPPLIER HAS PRIOR TO SUCH TIME COLLECTED FROM THE CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER.

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(N)

2.4.8 The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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By: Karen T. Hanson, National Director - Regulatory Affairs
 Broadwing Communications, LLC
 1122 Capital of Texas Highway South
 Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)**2.5 Interruption of Service**

- 2.5.1** If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the monthly recurring charges (but not for per minute or per call charges) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- 2.5.2** A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Sub-part D of the Federal Communications Commission's rules and Regulations which specifies the priority system for such activities.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)**2.7 Customer Responsibility**

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A.** The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the customer must provide:
 - 1.** The names and addresses of the persons responsible for the payment of service charges, and
 - 2.** The names, telephone numbers, and addresses of the customer contact persons.
- C.** The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1.** The negligence or willful act of the customer or user;
 - 2.** Improper use of service; and
 - 3.** Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

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Broadwing Communications, LLC
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Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)**2.7 Customer Responsibility, (continued)**

2.7.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two times (2x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the customer upon termination or after one year of prompt payment for service.

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A.** Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B.** The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer or in wiring or equipment connected to the terminal.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)**2.7 Customer Responsibility, (continued)****2.7.4 Credit Allowance, (continued)**

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from the Company performing routine maintenance;
 2. Interruptions of service for implementation of a customer order for a change in the service;
 3. Interruption caused by the negligence of the customer or an authorized user;
 4. Interruptions of service because of the failure of service or equipment due to the customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)

2.7 Customer Responsibility, (continued)

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer in writing, or until canceled by the Company pursuant to this tariff.

A. Payment of Charges

Payment will be due upon receipt of the statement. A payment is considered delinquent thirty (30) days after rendition of the bill. A bill is considered rendered when deposited in the U.S. Mail for delivery to customer's last known address.

1. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice and the Company must give five (5) days written notice before any disconnection can occur.

2.7.7 Application of Rates

The rates for service are those in effect for the period that service is furnished.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)

2.8 Responsibility of the Company

2.8.1 Calculation of Credit Allowance Under the limitations of section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis.

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. Where there has been an outage, and a minimum usage charge applies, and the customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

2.8.2 Cancellation of Credit

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

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 2 - REGULATIONS, (continued)

2.8 Responsibility of the Company, (continued)

2.8.3 Disconnection of Service by the Company

Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. Violation of any regulation governing the service under this tariff;
- C. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
- D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Customer uses equipment is such a manner as to adversely affect the Company's equipment or service to others.

2.8.4 Fractional Charges

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The number of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Insufficient Fund Checks

Customers will be charged \$20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES

3.1 Timing of Calls

3.1.1 The customer's monthly usage charges for the Company service are based upon the total number of minutes the customer uses and the service options to which the customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.

3.1.2 No charges apply if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.4 Terminal Equipment**

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.5 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the industry-standard mileage calculation formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are currently being used within the industry.

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.7 Special Service Arrangements

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General

The Company offers Message Telecommunications Service or MTS, outbound Wide Area Telecommunications Service (WATS), Inbound 800 Service, Travel Card Service, Operator Assisted calling programs and Private Line Services. The customer's total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein.

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3.8.1 Message Telecommunications Service (MTS)

MTS or 1+ dialing is achieved by when the LEC programs the customer's telephone lines to automatically route 1+ calls to the Company's network. Service is billed in six (6) second increments, with partial seconds of usage rounded up to the next six (6) second increment, with a minimum billing of eighteen (18) seconds.

3.8.2 Toll Free (i.e., 800/888) Service

Toll Free Service is 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. Toll Free Services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective Toll Free Service at customer's request for up to ten (10) toll free telephone numbers and will reserve such numbers on a first-come first-served basis. All request for Toll Free Service number reservations must be written, dated and signed by the customer. The Company does not guarantee the availability of numbers until assigned. The requested Toll Free Service telephone numbers, if available, will be reserved for and furnished to the customer.

If a customer who has received a Toll Free Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another customer.

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100 CenturyLink Drive
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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General, (continued)

3.8.3 Travel Card Service

Travel Card Service allows subscribers who are away from home or office to place calls by gaining access to the Company's network via an 800 number. Travel Card Service is provided upon request to presubscribed customer and is not a stand-alone product.

3.8.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

3.8.5 [Reserved for Future Use]

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Certain material previously found on this page is now located on Page 59.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General, (continued)

3.8.5 [Reserved for Future Use]

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Broadwing Communications, LLC
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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General, (continued)

3.8.5 [Reserved for Future Use]

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Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.9 Usage Charges and Billing Increments

3.91 Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

3.9.2 Billing Increments

Unless specifically stated in the product description, usage is billed in sixty (60) second increments.

3.10 [Reserved for Future Use]

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.11 Pay Telephone (Payphone) Surcharge**

A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a travel card and dialing the Company's prefix in the form 101XXXX. This charge is to pay telephone owners for the use of their instruments to access the Company's service.

Per Call Charge: \$0.35

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.12 Business Customer Switched and Travel Card Services****Rates:**

Switched 1+	\$0.1500/minute
Standard Switched Toll Free Services	\$0.1500/minute
Switched Toll Free Services with Routing Function	\$0.15/minute
plus monthly recurring charge	\$9.00
Travel Card Services	\$0.25/minute
Dedicated Outbound WATS Services	\$0.0870/minute
Dedicated Toll Free Services	\$0.0870/minute

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1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.13 Business Customer Affinity Programs

Developed for use by alternative marketers. Provided to independent agents, telemarketers, multi-level marketing groups, organizations and clubs.

Rates:

Switched 1+	\$0.1500/minute
Standard Switched Toll Free Services	\$0.1500/minute
Switched Toll Free Services with Routing Function	\$0.15/minute
plus monthly recurring charge	\$9.00
Travel Card Services	\$0.25/minute
Dedicated Outbound WATS Services	\$0.0870/minute
Dedicated Toll Free Services	\$0.0870/minute

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
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SECTION 3 - LONG DISTANCE SERVICES, (continued)

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3.14 Directory Assistance Service

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A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies. The Directory Assistance operator will provide a maximum of two telephone numbers per call to Directory Assistance.

Per Call Charge \$1.99 (I)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.15 Operator Services**

Operator services are available to Consumers from any Customer location. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier.

The following billing arrangements are available to Consumers through the Company's Operator Services:

a) Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

b) Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

c) Person-to-Person

This is a service whereby the person originating the call specifies to Carrier's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.15 Operator Services, Continued

3.15.1 Rates

A. Per Minute Usage Rates

Per Minute	\$0.89 (I)
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B. Per Call Service Charges

Customer Dialed Calling Card Station		
Customer Dialed Calling Card Station	\$4.99 (I)	
Operator Dialed Calling Card	\$5.50 (I)	
Operator Station		<u>Operator</u>
	<u>Automated</u>	<u>Station</u>
Collect	\$4.99 (I)	\$6.50 (I)
Billed to Third Party	\$4.99 (I)	\$9.99 (I)
Person to Person	\$9.99 (I)	\$9.99 (I)

(T)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.16 Integrated Access Service (continued)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.16 Integrated Access Service, (continued)

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3.16.1 Nonrecurring Charges

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A nonrecurring charge applies to establish IAS. All local installation charges of the local carrier are also passed through to the IAS Customer.

Nonrecurring IAS Establishment Charge: \$1,500.00

3.16.2 Early Termination

(T)

A penalty is computed and applied as a lump sum to the Customer's bill when the Customer cancels service prior to expiration of the term commitment by multiplying fifty percent (50%) of the minimum usage commitment times the number of months remaining in the term. In addition, the Customer who cancels service prior to the expiration of the term must reimburse the Company for all CPE.

3.16.3 Pass Through Charges

(T)

The Company will pass through to the IAS Customer all charges incurred from local exchange carriers in providing dedicated high capacity access (T-1).

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.17 Residential Customer Service****3.17.1 Description of Service**

Three options are available to Residential Customers for outbound direct dial, inbound toll free and calling card service: Bonus Package, Premier Package, and Exclusive Package. Calls for all plans are billed in one minute increments. The minimum call duration for billing purposes is one minute. Reduced international call rates are offered to subscribers to all Residential packages for a fixed international monthly fee. All Residential Customers subscribed to any other Company service, including obsolete services, will be migrated to Bonus Package after due notice, unless the Customer specifies an alternative optional Package.

A. Bonus Package

Bonus Package offers the Residential Customer low usage rates with no monthly plan charges. Travel card calling is offered with a per call service charge. Residential interstate PICC charges apply. A monthly minimum usage charge applies to each line associated with the service.

B. Premier Package Service

Premier Package Service offers the Residential Customer reduced interstate calling rates for a fixed monthly fee for each line associated with the service. Travel card calling is offered with a per call service charge. Residential interstate PICC charges apply. No minimum usage charge applies to Premier Package Service.

C. Exclusive Package Service

Exclusive Package Service offers the Residential Customer further interstate usage rate reductions for a fixed monthly fee for each line associated with the service. Travel card calling is offered with no per call service charge. Residential interstate PICC charges apply. No minimum usage charge applies to Exclusive Package Service.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.17 Residential Customer Service, (continued)****3.17.2 Minimum Monthly Usage Charge**

For those packages which include a Minimum Monthly Usage Charge, all outbound and inbound, interstate, intrastate, and travel card usage, contribute towards the minimum. Fixed monthly add-on charges for international calling discounts, pay telephone surcharges, taxes and fees do not contribute to the monthly minimum. When the Residential Customer's combined usage charge in any monthly billing cycle falls below the minimum, the Minimum Monthly Usage Charge will apply instead of the actual usage charges incurred.

3.17.3 Rates and Charges

Package Option	Minimum Monthly Usage Charge	Fixed Monthly Fee	Outbound Usage Rate Per Minute	Inbound (toll-free) Usage Rate Per Minute	Travel Card Usage Rate Per Minute	Travel Card Per Call Service Charge
Bonus	\$5.00	None	\$0.1500	\$0.100	\$0.25	\$0.89
Premier	None	\$4.95	\$0.1500	\$0.100	\$0.25	\$0.89
Exclusive	None	\$6.95	\$0.1500	\$0.100	\$0.150	None

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.18 Consumer and Small Business Rate Plan

3.18.1 General

The Consumer and Small Business Rate Plan is offered to Residential and Business Customers with 5 or fewer lines presubscribed to the Company. This Plan is offered only in conjunction with the Company's corresponding interstate plan. Each Option listed below includes a monthly calling allowance of 0, 300, 500, or 1000 minutes that can be used for direct dialed interstate or intrastate calling. Calls in excess of the allowance in a monthly bill cycle are billed at the rate specified below. A monthly recurring charge applies per once monthly per line and includes the interstate and intrastate calling allowance.

3.18.2 Description of Options

Option	Monthly Call Allowance <u>Per Bill Cycle</u>
Option 1	300 minutes
Option 2	500 minutes
Option 3	1000 minutes
Option 4	0 minutes

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.18 Consumer and Small Business Rate Plan, (continued)****3.18.3 Rates and Charges****A. Calculation of Charges**

All calls are recorded in one minute increments. Total monthly usage is determined by measuring each call individually and rounding the call to the next full minute on a per-call basis. The total monthly usage during a billing period is the sum of the minutes computed for each individual call. The total usage sum, minus the monthly call allowance for the option selected by the Customer, is multiplied by the usage rate specified below. The resulting product is then rounded up to the next cent.

B. Monthly Recurring Charges

The Monthly Recurring Charge applies to each line presubscribed to the Consumer and Small Business Rate Plan. Multiple lines at a single premises may each be presubscribed to a different Option.

	<u>Monthly</u>
Option 1	\$19.95
Option 2	\$29.95
Option 3	\$64.95
Option 4	\$6.95

C. Usage Charges

	<u>Direct Dialed Outbound</u>	<u>Travel Card</u>
All Options	\$0.069 per minute	\$0.25 per minute
Per Call	none	none

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1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)**3.19 Business Rate Plan****3.19.1 Description**

Business Rate Plan is available to the Company's business Customers with no monthly minimum charges or line count restrictions. This service utilizes switched or dedicated access lines. Outbound calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Dedicated Toll Free Service is billed in six (6) second increments after a minimum call duration of thirty (30) seconds. No term and volume discounts apply to this service.

3.19.2 Rates

Switched 1+	\$0.1200/minute
Standard Switched Toll Free Services	\$0.1200/minute
Switched Toll Free Services with Routing Function plus monthly recurring charge	\$0.15/minute \$9.00
Travel Card Services	\$0.25/minute
Dedicated Outbound WATS Services	\$0.0570/minute
Dedicated Toll Free Services	\$0.0570/minute

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.20 Eagle Rising Rate Plan

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Eagle Rising Rate Plan is a long distance plan available to the Company's business and residential Customers on a presubscribed basis. This service utilizes switched or dedicated access lines. Calls are billed in six (6) second increments after an initial billing increment of eighteen (18) seconds. Calling Card calls are billed in one (1) minute increment after an initial billing increment of one (1) minute. Partial increments are rounded to the next higher increment. No monthly recurring charges or term and volume discounts apply to this service.

3.20.1 Rates

	<u>Per Minute</u>	
	<u>IntraLATA</u>	<u>InterLATA</u>
Switched 1+	\$0.068	\$0.068
Standard Switched Toll Free Service	\$0.068	\$0.068
Travel Card Services	\$0.25	\$0.25
Dedicated Outbound Service	\$0.034	\$0.034

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.21 Business Migration Plan

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3.21.1 Description of Service

The Business Migration Plan is offered to Business Customers for lines presubscribed to the Company. This Plan is offered for both inbound (e.g., 800 service) and direct dialed outbound calling. Business Migration Plan is available only in conjunction with the Company's corresponding interstate plan.

3.21.2 Rates and Charges

A. Calculation of Charges

All outbound calls are measured in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Toll free calls are measured in six (6) second increments after a minimum call duration of thirty (30) seconds. Total monthly usage is determined by recording each call individually and rounding the call to the next full minute on a per-call basis. The total monthly usage during a billing period is the sum of the minutes computed for each individual call.

B. Application of Rates

The applicable Usage Rate Level and corresponding Monthly Recurring Charge (MRC) is based on the total billing demonstrated at the time service is ordered or initiated. The MRC applies to each account with one or more lines presubscribed to the Business Migration Plan, regardless of the number lines subscribed. The MRC applies in full for each month or partial month of service. The MRC is permanently waived for Customers who demonstrate a usage history of \$775 or more.

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1122 Capital of Texas Highway South
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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.21 Business Migration Plan, (continued)

3.21.2 Rates and Charges, (continued)

C. Change in Rate Level

The Customer may initiate a request for a change in usage rate level, or the Company may initiate a change upon notice to the Customer, when total billing for a consecutive three month interval falls into a higher or lower rate category. When the Usage Rate Level is changed, the corresponding Monthly Recurring Charge is also changed.

D. Rates

Demonstrated Usage Level	Usage Rate Level Per Minute	Monthly Recurring Charge
\$0.00-\$99.99	\$0.0900	\$6.00
\$100-\$774.99	\$0.0750	\$7.00
\$775 and over	\$0.0590	\$0.00

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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100 CenturyLink Drive
Monroe, LA 71203

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SECTION 5 - PRIVATE LINE SERVICES**5.1 General**

The Company provides interstate Private Line Service to Customers with transmission speeds ranging from 64 Kbps to 1.544 Mbps. Private Line Services are offered on a point-to-point basis. Each Private Line Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

5.1.1 Two Point Service

Two Point Service allows two Customer designated locations to be connected by one Private Line Service. The service terminated at both locations must be the same speed and the same capacity.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 5 - PRIVATE LINE SERVICES, (Continued)**5.2 Application of Rates****5.2.1 Recurring Charges**

Recurring charges for Private Line Services vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line Service recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies which varies by circuit bandwidth.

5.2.2 [Reserved for Future Use](M)
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(M)**5.2.3 Nonrecurring Charges**

Nonrecurring Charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually negotiated contract services.

Certain material previously found on this page is now located on Page 63.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 5 - PRIVATE LINE SERVICES, (Continued)**5.2 Application of Rates (continued)****5.2.4 Pass-Through Charges**

All charges incurred by the Company on the Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Provider will be directly passed on the Customer. Cross-Connect Charges apply to Company facilities that are connected by the Company to other carriers or Customer interconnect/collocation facility within the same Point of Presence.

Notes

1. All charges incurred by Supplier on Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Carrier will be directly passed on to the Customer.
2. Service not described above will be considered special handling and charges will be assessed on an Individual Case Basis (ICB).
3. All of the above changes are subject to changes with a 30 day notice.
4. All Private Line ancillary service charges to cities not listed will be priced on an individual case basis and will be subject to the terms and charges of the underlying carrier.

5.2.5 Interconnect Charges

Interconnect Charges apply to connections between the Company's POPs in the same city or between the Company's suite to another suite in the same building. Since costs vary widely by location, the interconnect charges specified in this tariff are the minimum amount that will be charged monthly. All interconnect, construction charges and individual case basis charges incurred by the Company will be passed through to the Customer. Interconnect arrangements are subject to the continuing economic availability of the necessary facilities and equipment.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 5 - PRIVATE LINE SERVICES, (Continued)**5.2 Application of Rates (continued)****5.2.6 Order Cancellation Policy**

The Company will provide an order confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred to that point. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 5 - PRIVATE LINE SERVICES, (Continued)

5.3 Service Descriptions

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

5.3.1 DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

5.3.2 DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 5 - PRIVATE LINE SERVICES, (Continued)

5.4 Rate Schedules

All Private Line Services rates and charges will be priced on an Individual Case Basis ("ICB").

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 6 - OBSOLETE SERVICES (Continued)

6.1 Business Customer Term and Volume Discounts, (continued)

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6.1.3 Additional Term Discounts

Term Discounts apply in addition to Volume Discounts when the Customer elects to enter into a term agreement for eligible Carrier services. Term Discounts are calculated after applicable Volume Discounts are applied and before service-specific discounts are calculated. A penalty is computed and applied as a lump sum to the Customer's bill when the Customer cancels service prior to expiration of the term commitment. The penalty is computed by multiplying the difference between the rate the Customer would have paid for term served and the rate the Customer actually paid, by the number of months the higher discount was received.

<u>Term</u>	<u>Percent Discount</u>
12 Month Term	5%
24 Month Term	10%
36 Month Term	15%

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All Term and Volume Discounts listed on this Page are only available to existing Customers at existing locations prior to October 2, 2004.

Material now found on this page was previously located on Pages 28 and 29.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 6 - OBSOLETE SERVICES (Continued)**6.2 Integrated Access Service (IAS) Term and Volume Discounts**

(M)

6.2.1 General

All Integrated Access Service (IAS) Term and Volume Discounts are only available to existing Customers at existing locations prior to October 2, 2004.

Integrated Access Service (IAS) offers a discount for Customers who purchase two or more services from the Company under a term agreement of one, two, or three years. The discount offered is based on the number of services purchase and the contract commitment term. Eligible Customers must commit to a minimum aggregated monthly usage of at least \$2,500. If during any month of the term, the Customer's usage of Carrier's services is less than the minimum commitment, the Customer will pay to Carrier the difference between the minimum commitment and the Customer's actual usage of Carrier services. Services eligible for the discount are all Company provided switched and dedicated voice services, dedicated Internet service, Frame Relay Service and Private Line Services billed to one account, including all remote locations (CPE). Dedicated access line charges, customer-premises equipment (CPE), installation and ancillary charges (such as Directory Assistance charges and Operator Services) are not eligible for the discount and do not contribute to the minimum usage commitment. Eligible intrastate, interstate and international usage contribute to the minimum commitment and are discounted according to the Schedule Below:

6.2.2 Discounts

	Term Commitment		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Two Services	10%	15%	20%
Three Services	15%	20%	25%
Four Services	15%	20%	25%

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Broadwing Communications, LLC
1122 Capital of Texas Highway South
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SECTION 6 - OBSOLETE SERVICES

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6.3 Reserved for Future Use

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SECTION 6 - OBSOLETE SERVICES (Continued)

6.4 Private Line Term and Volume Discounts

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6.4.1 General

All Private Line Term and Volume Discounts are only available to existing Customers at existing locations prior to October 2, 2004.

6.4.2 Term and Volume Discounts

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term. The rate level applicable throughout the Term Plan is based on the volume commitment specified by the Customer at the time service is ordered. Customer may terminate any circuit upon 90 days' notice; provided that if termination occurs; (i) prior to the Activation Date, Customer shall reimburse Company for all costs of the implementation of such Circuit; or (ii) on or after such date, Customer shall pay: (a) all charges for services previously rendered and (b) the amount due through the end of the applicable circuit lease term.

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All Term and Volume Discounts listed on this Page are only available to existing Customers at existing locations prior to October 2, 2004.

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By: Karen T. Hanson, National Director - Regulatory Affairs
Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, Texas 78746

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SECTION 7 - Telecommunications Service Priority**7.1 General**

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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Broadwing Communications, LLC
200 North LaSalle St.
Chicago, Illinois 60601

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SECTION 7 - Telecommunications Service Priority**7.2. TSP Request Process****A. Restoration**

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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Broadwing Communications, LLC
200 North LaSalle St.
Chicago, Illinois 60601

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SECTION 7 - Telecommunications Service Priority

7.2. TSP Request Process (cont'd)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 7.2.A. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed on 7.2.A.1 and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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200 North LaSalle St.
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SECTION 7 - Telecommunications Service Priority**7.3 Responsibilities of the End-User**

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 9 - Telecommunications Service Priority**7.4 Responsibilities of the Company**

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 7 - Telecommunications Service Priority

7.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted.

7.6. Rates and Charges

	<u>Non-Recurring Charge</u>	<u>Monthly</u>
TSP Provisioning Priority, per circuit	\$150.00	\$NA
TSP Restoration Priority, per circuit	\$150.00	\$30.00

Other applicable rates to above TSP charges:

- 1) In addition to the TSP charges, Broadwing will pass through any and all off-net (local loop or long-haul) charges. This includes service charges, expedite fees and special off-net TSP charges.
- 2) The Broadwing TSP charges are in addition to any and all standard Broadwing transport or services charges.
- 3) If a customer is ordering both Provisioning and Restoration Priority, both TSP charges apply.

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200 North LaSalle St.
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