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PRIVATE LINE SERVICES

This price list, tw telecom of washington llc, Washington Private Line Price List No. 6, replaces in its entirety Time Warner of Washington LLC, Washington Private Line Price List PSC No. 3.

tw telecom of washington llc

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This private line price list contains the service offerings, maximum rates, terms and conditions pertaining to the furnishing of private line telecommunications service by **tw telecom of washington llc** ("Company") between various locations within the State of Washington.

A copy of the Price List is posted on the Company's website at www.twtelecom.com

Exceptions in this price list which vary from the Definitions, Rules and Regulations as contained in the standard price list provided by the Commission are described in Page 3 of this price list.

Describe All Services Offered; and All Prices, Charges, Terms and Conditions
Pertaining Thereto:

tw telecom of washington llc proposes to offer private line services within the state of Washington.

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CHECK SHEET

Pages of this price list, 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 price list and are currently in effect as of the date on the bottom of this page.

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20	Original	*	51	Original	*	82	Original	*
21	Original	*	52	Original	*	82	Original	*
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23	Original	*	54	Original	*	85	Original	*
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PRICE LIST EXCEPTIONS

The Definitions, Rules and Regulations contained in this price list are identical to the Definitions and Rules and Regulations provided by the Commission except as follows:

- | | |
|------------|---|
| Section 1 | Technical Terms and Definitions |
| Section 2: | Includes service descriptions and rates for all Company products and services |
| Section 3: | Expanded to add the following Company-Specific Rules and Regulations |
| | 3.2 Undertaking of the Company |
| | 3.3 Prohibited Uses |
| | 3.4 Obligations of the Customer |
| | 3.5 Customer Equipment and Channels |
| | 3.6 Payment Arrangements |
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| | 3.8 Cancellation of Service/Termination Liability |
| | 3.9 Transfers and Assignments |
| | 3.10 Customer Liability for Unauthorized Use of Network |
| | 3.11 Notices and Communications |
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| | 3.13 Emergency Restoration of Service |
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| | 3.27 Government Emergency Telecommunications Services (GETS) |
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| | 3.29 Additional Rules Relating to Resale of Service |
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EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulation.
- (D) To signify dis ,(cont'd.) rate, regulation or condition.
- (I) To signify increase.
- (K) To signify that material has been transferred to another sheet or place in the Price List.
- (M) To signify that material has been transferred from another sheet or place in the Price List.
- (N) To signify new rate, regulation, condition or sheet.
- (O) To signify no change.*
- (R) To signify reduction.
- (T) To signify a change in text for clarification.

*The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST**

B8ZS	Bipolar with 8-Zero substitution; a line coding technique which permits DS-0 and DS-1 transmission with 15 consecutive zeros. B9ZS support 64 Kbps clear channel transmission.
DACS	Digital Access Cross Connect.
DS0	Digital Signal Level 0; a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.
DS-1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data have a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8-Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 Service has the equivalent capacity of 24 Voice Grade or S0 services.
DS-3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS-1 Services.
Gbps	Gigabits per second; billions of bits per second.
Kbps	Kilobits per second; 1000s of bits per second.

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PRIVATE LINE SERVICES

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

- LAN Local Area Network.
- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- POP Point of Presence. A physical location where a carrier has a presence for network access.
- OC-3 A high capacity channel for full duplex, synchronous, optic transmission for digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- OC-12 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-48 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
- OC-192A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 9.953 Gbps.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

Certain terms used generally throughout this price list for the Network Services of this Company are defined below.

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

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Application for Service: A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

Authorized User: A carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

Bit: The basic unit in digital communications.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof whether or not by means of single physical facility or route. One 1.544 mbps service is equivalent to 24 channels.

Company: tw telecom of washington llc

Customer: The carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which orders, cancels, amends or uses service and is responsible for the payment of charges and compliance with the Company's regulations.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

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

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Duplex Service: Service that provides for simultaneous transmission in both directions.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this price list. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Impaired Service: That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

Individual Contract Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case and the charges for which are contained in a contract executed by the Customer and the Company.

Interoffice Mileage: The segment of a line that extends between the central offices serving the originating and terminating points.

Interrupted Service: That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

LEC: Local Exchange Company

Mbps: Megabits; millions of bits per second.

Network: The Company's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services: The Company's telecommunications services offered on the Company's Network.

Node: The Company office where customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Off-Net - Services provided by the Company that are carried in part on the Company's network.

On-Net - Services provided by the Company that are carried entirely on the Company's network.

One-Way Service: Service which provides for transmission in one direction.

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

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Two-Way Service: Service which provides for transmission and/or reception to or from a station.

VersiPak® Service: Service provided to a Customer that allows the grouping of rate components to meet the Customer's specific needs.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

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 this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order: The request for services executed by the Customer and the Company in the format devised by the Company. The acceptance of a service order by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

User or End-User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this price list.

VersiPak®: Service provided to Customers that allows the grouping of rate components to meet a Customer's specific needs.

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PRIVATE LINE SERVICES

SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES

2.1 General

2.1.1 Description of Service

The Company offers private line services originating and terminating within the State of Washington. This Price List sets forth the maximum rates, terms and conditions applicable to the furnishing of these services by the Company.

To the extent facilities are available, services offered under this Price List are provided by the Company on an On-Net basis. Unless otherwise noted, pricing for services offered under this price list reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

Service is offered in areas currently served by the incumbent LEC, Qwest Communications, Inc. (formerly known as U.S. West, Inc. All services are provided subject to availability of facilities and equipment. All rates set forth in this Price List are subject to change by the Company pursuant to notice requirements established by the Commission.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)**2.2 Transport Service Offerings****2.2.1 Dedicated Capacity Services****A. Service Description****1. DS-0 Service**

DS-0 Low-speed digital service includes data transmission speeds of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

2. DS-1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion or Binary 8 Zero Substitution and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade Services or 24 DS-0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels.

3. DS-3 Service

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 Voice Grade Services or 672 DS-0 Services at 56/64 Kbps.

4. STS-1 Service

STS-1 Service is a high capacity channel for the full duplex, synchronous, optical channel for transmission of digital data based on the Synchronous Optical Network (SONET) standard. STS-1 has an electrical interface rate of 51.840 Mbps and can be configured with either DS3 or VT1.5 payload mapping.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)**2.2 Transport Service Offerings****2.2.1 Dedicated Capacity Services, (Cont'd.)****A. Service Description, (Cont'd.)****5. OC-3 Service**

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.520 Mbps. OC-3 Service may be configured with one OC-3c (concatenated), up to 3 STS-1's, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.

6. OC-3c Service

OC-3c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 155.520 Mbps.

7. OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.080 Mbps. OC-12 Service may be configured with up to 4 OC-3's, up to 12 STS-1's, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

8. OC-12c Service

OC-12c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 622.080 Mbps.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)**2.2 Transport Service Offerings, (Cont'd.)****2.2•1 Dedicated Capacity Services, (Cont'd.)****A. Service Description, (Cont'd.)****9. OC-48 Service**

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps. OC-48 Service may be configured with up to 4 OC-12's, up to 16 OC-3's, up to 48 STS-1's, or up to 48 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

10. OC-48c Service

OC-48c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 2.488 Gbps.

B. Rates and Charges

Services rates consist of a monthly recurring charge and non-recurring connection charge. Fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. Mileage Charge is the associated monthly rate for providing the communications path between originating and terminating locations. Mileage Charge is applied to services between 3 to 19.9 miles in length. Mileage charge for distances greater than 20 miles will be determined on an individual case basis.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.2 Transport Service Offerings, (Cont'd.)

2.2.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

1. Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge	Monthly Recurring Mileage Charge
DS-0	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB
DS-1	12 Months	\$ 185	\$ 100
	24 Months	\$ 175	\$ 100
	36 Months	\$ 140	\$ 100
	60 Months	\$ 135	\$ 100
DS-3	12 Months	\$1,150	\$ 300
	24 Months	\$1,110	\$ 300
	36 Months	\$1,060	\$ 300
	60 Months	\$ 975	\$ 300
STS-1	12 Months	\$1,150	\$ 300
	24 Months	\$1,110	\$ 300
	36 Months	\$1,060	\$ 300
	60 Months	\$ 975	\$ 300
OC-3 / OC-3c	12 Months	\$2,940	\$ 560
	24 Months	\$2,790	\$ 560
	36 Months	\$2,610	\$ 560
	60 Months	\$2,460	\$ 560

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.2 Transport Service Offerings, (Cont'd.)

2.2.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

1. Monthly Recurring Charges, (Cont'd.)

Service Description	Service Term	Monthly Recurring Fixed Charge	Monthly Recurring Mileage Charge
OC-12 / OC-12c	12 Months	\$9,280	\$1,050
	24 Months	\$8,640	\$1,050
	36 Months	\$8,490	\$1,050
	60 Months	\$7,810	\$1,050
OC-48 / OC-48c	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.2 Transport Service Offerings, (Cont'd.)

2.2.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

2. Nonrecurring Connection Charge

Service Description	Service Term	Non-Recurring Charge
DS-0	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB
DS-1	12 Months	\$200
	24 Months	\$200
	36 Months	\$200
	60 Months	\$200
DS-3	12 Months	\$400
	24 Months	\$400
	36 Months	\$400
	60 Months	\$400
OC-3 / OC-3c	12 Months	\$1,000
	24 Months	\$1,000
	36 Months	\$1,000
	60 Months	\$1,000
OC-12 / OC-12c	12 Months	\$2,000
	24 Months	\$2,000
	36 Months	\$2,000
	60 Months	\$2,000
OC-48 / OC-48c	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)**2.2 Transport Service Offerings, (Cont'd.)****2.2.2 Wavelength Services****A. Service Description**

Wavelength Services are a wavelength division multiplexing (WDM) fiber optic communications system. The system provides arbitrary connections between nodes through the use of wavelength specific communication channels in 2.5G (2.488 Gbps) and 10G (9.952 Gbps) “Lambdas.”

(1) 2.5G Service

2.5G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 2.488 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

(2) 10G Service

10G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 9.952 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.2 Transport Service Offerings, (Cont'd.)

2.2.2 Wavelength Services, (Cont'd.)

B. Rates and Charges

Service rates consist of a monthly recurring charge and non-recurring connection charge. The fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. The mileage band charge is the monthly rate for providing the communications path between originating and terminating locations for each mile in length. Mileage charges for distances 15 miles or greater will be determined on an individual case basis.

(1) Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge
2.5G Wavelength	12 Months	\$15,000
	24 Months	\$ 9,900
	36 Months	\$ 8,900
	60 Months	\$ 8,000
10G Wavelength	12 Months	\$19,000
	24 Months	\$14,900
	36 Months	\$11,000
	60 Months	\$10,000

Mileage Band	(in Miles)	Mileage Band Charge (per Mile)
0	2.9	\$0
3	14.9	\$400
Above	15	ICB

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.2 Transport Service Offerings, (Cont'd.)

2.2.2 Wavelength Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

(2) Nonrecurring Charges

Service Description	Service Term	Charge
2.5G Wavelength	12 Months	\$3,000
	24 Months	\$3,000
	36 Months	\$3,000
	60 Months	\$3,000
10G Wavelength	12 Months	\$5,000
	24 Months	\$5,000
	36 Months	\$5,000
	60 Months	\$5,000

2.2.3 Private Ring Service

A. Service Description

Private Ring Service is a custom designed, high-capacity service that delivers dedicated capacity between multiple locations over a private reserved path for the Customer's exclusive use. Private Ring Service Customers can also connect the Company's Dedicated Capacity / Wavelength Services to the Customer's private ring.

B. Rates and Charges

Rates and Charges for Private Ring Service will be determined on an individual case basis.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.2 Transport Service Offerings, (Cont'd.)

2.2.4 Supplemental Services

The Company may provide certain supplemental services on an individual case basis.

- A. Multiplexing / De-multiplexing. This service combines lower-level signals onto a higher bandwidth interface or separates higher-level signals onto a lower bandwidth interface.
- B. Dedicated Entrance Facility. This service provides dedicated capacity to a single Customer on the Company's shared infrastructure. Additional services can be multiplexed or de-multiplexed from the dedicated entrance facility. The dedicated entrance facility is a flexible and customizable service allowing varying bandwidths interfaces to be connected to it.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.3 High Speed Digital Access and High Capacity Private Line

2.3.1 Elite Native Local Area Network Service ("Elite NLAN")

A. Service Description

Elite NLAN Service offers full mesh multipoint connectivity via native IEEE Standard Ethernet interfaces. Service can be configured on a Point-to-Point, MultiPoint or Point-to-MultiPoint configuration.

B. Rates and Charges

2.3.2 Customer Direct Native Local Area Network Service ("Customer Direct NLAN")

A. Service Description

Customer Direct NLAN is a point-to-point unprotected room and 1000 M Ethernet Service. The fiber between the two Customer locations is dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.

B. Rates and Charges

Rates and charges for Customer Direct NLAN service will be determined on an individual case basis.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)**2.3 High Speed Digital Access and High Capacity Private Line, (Cont'd.)****2.3.3 Enterprise Switched Native Local Areas Network ("Enterprise SNLAN") Service****A. Service Description**

Enterprise Switched NLAN (SNLAN) Service is a switched Ethernet service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that of another Customer through unique, secure logical connections.

Enterprise SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) option for Unlimited Tag Service (UTS) option. With ITS, the Customer pays per Tag for each of the Tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first come, first serve basis.

Full line-rate 1000M Ethernet ports are generally available with the Enterprise SNLAN service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622M may be available.

Customer Tagged Traffic: The Customer has already Tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer internal enterprise network. Therefore, the traffic enters the Company's SNLAN network without Tags already attached to the Ethernet frames. This type of traffic is referred to as Untagged Customer traffic.

B. Rates and Charges

Rates and Charges for Enterprise SNLAN Service will be determined on an individual case basis.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)**2.3 High Speed Digital Access and High Capacity Private Line, (Cont'd.)****2.3.4 Extended NLAN (E-NLAN) Service****A. Service Description**

Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN Central Office Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of ENLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher Class of Service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase separately Metro NLAN for each end of the Extended NLAN service.

B. Rates and Charges

Rates and charges for E-NLAN Service will be determined on an individual case basis.

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PRIVATE LINE SERVICES

SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.4 Escon Storage Transport

2.4.1 Service Description

ESCON Storage Transport Product is a point-to-point circuit that connects an IBM mainframe at the Customer's location to an off-site storage provider using standard ESCON protocol. Specifically designed for Business Continuity/Disaster Recovery, this service provides the Customer with the ability to back up mission-critical data in real time on a transaction-by-transaction basis.

2.4.2 Rates and Charges

Rates and charges for EXCON Storage Transport will be determined on an individual case basis.

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service

This service provides an isolated, segmented virtual tunnel between two points on the Company's network. This is a routed connection and requires that the two end points are capable of Network Layer decisions and are on different subnets. The Customer is responsible for providing CPE at its locations. The Customers must purchase a transport product to use this service.

2.5.1 VPN Access Service Rates and Charges

A. T1

1. 1.5 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$ 681.00	\$600.00	\$518.00	\$439.00
Nonrecurring Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Move Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

2. 3 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$1,362.00	\$1,200.00	\$1,036.00	\$878.00
Nonrecurring Charge	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Move Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service, (Cont'd.)

2.5.1 VPN Access Services Rates and Charges, (Cont'd.)

A. T1, (Cont'd.)

3. 4.5 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$2,042.00	\$1,800.00	\$1,554.00	\$1,317.00
Nonrecurring Charge	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Move Charge	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00

4. 6 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$2,724.00	\$2,400.00	\$2,072.00	\$1,756.00
Nonrecurring Charge	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Move Charge	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service, (Cont'd.)

2.5.1 VPN Access Services Rates and Charges, (Cont'd.)

B. DS3

		L3VPN Access			
Mbps	Nonrecurring	1 Year	2 Year	3 Year	5 Year
	Charge				
3	\$4,000.00	\$ 989.00	\$ 873.00	\$ 757.00	\$ 641.00
6	\$4,000.00	\$1,460.00	\$1,000.00	\$ 827.00	\$ 740.00
9	\$4,000.00	\$1,630.00	\$1,571.00	\$1,098.00	\$ 946.00
12	\$4,000.00	\$1,842.00	\$1,421.00	\$1,294.00	\$1,173.00
15	\$4,000.00	\$2,023.00	\$1,519.00	\$1,353.00	\$1,262.00
18	\$4,000.00	\$2,283.00	\$1,853.00	\$1,617.00	\$1,580.00
21	\$4,000.00	\$2,483.00	\$2,062.00	\$1,878.00	\$1,787.00
24	\$4,000.00	\$2,624.00	\$2,278.00	\$2,053.00	\$1,895.00
27	\$4,000.00	\$2,895.00	\$2,394.00	\$2,197.00	\$2,001.00
30	\$4,000.00	\$2,960.00	\$2,412.00	\$2,231.00	\$2,133.00
33	\$4,000.00	\$3,129.00	\$2,620.00	\$2,410.00	\$2,301.00
36	\$4,000.00	\$3,399.00	\$2,836.00	\$2,672.00	\$2,508.00
39	\$4,000.00	\$3,577.00	\$3,058.00	\$2,833.00	\$2,815.00
42	\$4,000.00	\$3,741.00	\$3,268.00	\$3,000.00	\$2,915.00
45	\$4,000.00	\$3,897.00	\$3,304.00	\$3,110.00	\$3,004.00

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PRIVATE LINE SERVICES

SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service, (Cont'd.)

2.5.1 VPN Access Services Rates and Charges, (Cont'd.)

C. OC3

<u>Mbps</u>	<u>Nonrecurring Charge</u>	<u>L3VPN Access</u>			
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>
35	\$4,000.00	\$ 3,276.00	\$ 2,709.00	\$2,524.00	\$2,423.00
45	\$4,000.00	\$ 3,897.00	\$ 3,304.00	\$3,110.00	\$3,004.00
55	\$4,000.00	\$ 4,523.00	\$ 3,900.00	\$3,696.00	\$3,584.00
65	\$4,000.00	\$ 5,147.00	\$ 4,495.00	\$4,281.00	\$4,164.00
75	\$4,000.00	\$ 5,771.00	\$ 5,090.00	\$4,868.00	\$4,745.00
85	\$4,000.00	\$ 6,398.00	\$ 5,685.00	\$5,453.00	\$5,325.00
95	\$4,000.00	\$ 7,010.00	\$ 6,281.00	\$6,038.00	\$5,905.00
105	\$4,000.00	\$ 7,510.00	\$ 6,781.00	\$6,538.00	\$6,595.00
115	\$4,000.00	\$ 8,510.00	\$ 7,581.00	\$7,095.00	\$6,895.00
125	\$4,000.00	\$ 9,256.00	\$ 8,067.00	\$7,795.00	\$7,071.00
135	\$4,000.00	\$ 9,510.00	\$ 8,567.00	\$8,250.00	\$8,000.00
145	\$4,000.00	\$10,000.00	\$ 9,500.00	\$8,885.00	\$9,000.00
155	\$4,000.00	\$11,456.00	\$10,125.00	\$9,550.00	\$9,300.00

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service, (Cont'd.)

2.5.2 VPN Access Service Transport Rates and Charges

A. T1

1. 1.5 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$ 85.00	\$ 75.00	\$ 65.00	\$ 55.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

2. 3 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$170.00	\$150.00	\$130.00	\$110.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service, (Cont'd.)

2.5.2 VPN Access Service Transport Rates and Charges, (Cont'd.)

A. T1 (Cont'd.)

3. 4.5 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$255.00	\$225.00	\$195.00	\$165.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

4. 6 Mbps

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$340.00	\$300.00	\$260.00	\$220.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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PRIVATE LINE SERVICES

SECTION 2 – SERVICES DESCRIPTION, RATES AND CHARGES, (CONT'D.)

2.5 VPN Access Service, (Cont'd.)

2.5.2 VPN Access Service Transport Rates and Charges, (Cont'd.)

B. DS-3 Transport

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$1,100.00	\$1,025.00	\$975.00	\$825.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. OC-3 Transport

	12 Month <u>Term</u>	24 Month <u>Term</u>	36 Month <u>Term</u>	60 Month <u>Term</u>
Monthly Recurring Charge	\$1,900.00	\$1,400.00	\$1,300.00	\$1,100.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS**3.1 Adoption of Rules of Regulatory Authorities**

The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this Price List unless otherwise waived by order of the Commission.

3.2 Undertaking of the Company**3.2.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission between points within the state of Washington.

The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity except the underlying carrier, that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

3.2.2 Shortage of Equipment or Facilities

- A. 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.
- B. The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the 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.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have 30 days.
- B. Except as otherwise stated in this Price List, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List 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.
- D. In any action between the parties to enforce any provision of this Price List, 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.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Price List; or
 - 2. the Customer is using the service in violation of the law.
- F. This Price List shall be interpreted and governed by the laws of the state of Washington regardless of its choice of laws provision.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.2 Undertaking of the Company, (Cont'd.)

3.2.3 Terms and Conditions, (Cont'd.)

- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.2 Undertaking of the Company, (Cont'd.)

3.2.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 3.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 3.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service provided.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, (cont'd.), to a refund of the amount erroneously billed.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.2 Undertaking of the Company, (Cont'd.)

3.2.4 Limitations on Liability, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: A. the Customer, B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company other than the underlying carrier; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.2 Undertaking of the Company, (Cont'd.)

3.2.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 3.2.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.4 Limitations on Liability, (Cont'd.)**

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from directory assistance, including errors in the reporting thereof, shall attach to the Company or the underlying carrier. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from directory assistance shall be at the monthly price list rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly price list rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service by any entity other than the underlying carrier, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company except the underlying carrier, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

3.2.5 Notification of Service-Affecting Activities

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

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.6 Provision of Equipment and Facilities**

- A. The Company shall 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 Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. 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 when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.6 Provision of Equipment and Facilities, (Cont'd.)**

- F. 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 Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment.
- G. The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply on a continuing basis with technical specifications established by the Company. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is failure, malfunction or inadequacy of Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.2 Undertaking of the Company, (Cont'd.)****3.2.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours 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.

3.2.8 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

3.2.9 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.3 Prohibited Uses

- 3.3.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 3.3.2 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.
- 3.3.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 3.3.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.4 Obligations of the Customer****3.4.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with Price List regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Price List;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 3.4.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.4 Obligations of the Customer, (Cont'd.)****3.4.1 General, (Cont'd.)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 3.4.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company 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.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.4 Obligations of the Customer, (Cont'd.)

3.4.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the 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 (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.5 Customer Equipment and Channels****3.5.1 General**

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

The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by the Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.

3.5.2 Station Equipment

- A. 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 Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to 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 the 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, subject to prior Customer approval of the equipment expense.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.5 Customer Equipment and Channels, (Cont'd.)

3.5.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. 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.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price List only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.5 Customer Equipment and Channels, (Cont'd.)

3.5.4 Inspections

- A. 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 Customer is complying with the requirements set forth in Section 3.5.2A. 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.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements****3.6.1 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 Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

3.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. 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 thirty (30) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements, (Cont'd.)****3.6.2 Billing and Collection of Charges, (Cont'd.)**

- C. 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 thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is dis ,(cont'd.).
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F. A charge of \$25 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.
- G. If service is disconnected by the Company in accordance with Section 3.6.6 following and later restored, restoration of service will be subject to all applicable installation charges.
- H. Upon termination of service for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this price list, shall become immediately due and payable by the Customer.
- I. The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements, (Cont'd.)****3.6.3 Disputed Bills**

- A. Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim other than a claim for overcharges which is not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.
- B. The Customer may contact the Washington Utilities and Transportation Commission for any reason, including dissatisfaction with the handling of a billing inquiry or dispute by the Company. The Washington Utilities and Transportation Commission address is: 1300 S. Evergreen Park Drive, S.W. Olympia, WA 98504-7250.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

3.6.4 Advance Payments

The Company does not require advance payments.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements, (Cont'd.)****3.6.5 Deposits**

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.6 Payment Arrangements, (Cont'd.)

3.6.5 Deposits, (Cont'd.)

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements, (Cont'd.)****3.6.6 Discontinuance of Service**

The Company may discontinue for any of the following reasons:

1. Nonpayment of bills;
 2. Tampering with the Company's property;
 3. Vacation of the premises by Customer;
 4. Violation of rules, service agreements, or filed price list;
 5. Use of Customer equipment which adversely affects the Company's service to its other Customers;
 6. Fraudulent obtaining or use of service;
 7. Unlawful use of service or use of service for unlawful purposes.
- A. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the Company will, prior to disconnection, mail written notice of the pending disconnection to the Customer. The Company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the Company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day, in accordance with WAC 480-120-081(5).
- B. Before service is disconnected, the Company will make a good faith effort, by two attempts during reasonable hours, to reach the Subscriber by telephone to advise the Customer of the pending disconnection and the reasons therefore. The Company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the Company may provide personal notice in accordance with WAC 480-120-081(5).

Telephone or personal contact need not be attempted when the Company has attempted such contact in any two billing periods during a consecutive twelve-month period and the Company has notified the Subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements, (Cont'd.)****3.6.6 Discontinuance of Service, (Cont'd.)**

- C. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the Customer can make contact with the Company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- D. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the Company cannot reestablish service on the same or following day.
- E. When the Company has reason to believe service is to other than the Subscriber of record, the Company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for, (Cont'd.) service.
- F. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the Customer. Upon request from the secretary or his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- G. The Company may not immediately disconnect service if the Customer has met the requirements of WAC 480-120-081(3) regarding a medical emergency.
- H. Service will not be totally disconnected while a Subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- I. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer has been made as provided for in the Company's Price List.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.6 Payment Arrangements, (Cont'd.)****3.6.8 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.

3.7 Service Level Standards and Allowances for Interruptions in Service**3.7.1 General**

- A. Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.
- B. The Company will follow the Commission's rules (WAC 480-120-520) in the case of major outage and/or service interruption.
- C. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.
- D. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- E. The Customer must obtain a trouble ticket by calling 800-829-0540. The Company will issue a credit for service interruption, if applicable, in accordance with this Price List. The duration of the interruption is determined solely by the date and the time the trouble ticket was opened and closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the facility, service or circuit in question.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)****3.7.1 General, (Cont'd.)**

- F. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- G. 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 when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- H. If two or more trouble tickets have been opened for a particular service in a thirty (30) day period and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within thirty (30) days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.1 General, (Cont'd.)

I. No credit allowance will be made for any interruption in service:

1. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
2. Due to the failure of power, equipment, systems, connections or services not provided by the Company or the underlying carrier;
3. Due to failure or delay in performance caused by strike or other labor problems, power fluctuations, surges or failures, acts of God, fire, flood, adverse weather conditions, cable cuts, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of eminent domain rights, war or civil unrest or disorder or any other circumstances or causes beyond the reasonable control of the Company ("Force Majeure Event");
4. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
5. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 3.7.3), or utilize another service provider;

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.1 General, (Cont'd.)

I. (Cont'd.)

6. 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;
7. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
8. That was not reported to the Company within thirty (30) days of the date that service was affected.

J. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

- K. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.

- L. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.2 Enterprise and Elite Native Local Area Network Services

A. Network Availability

During each calendar month, the Company's On-Net Elite NLAN Services will be available at least 99.999% of the time, and its Enterprise SNLAN Services will be available at least 99.99% of the time ("Network Availability"). If the Company fails to meet these objectives, Customer will receive service outage credits per the tables below. The Service is unavailable when it is not able to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the particular non-performing Service as follows:

1. Elite NLAN Services

Per Service Outage	Percentage Credit
Less than 1 minute (99.999% availability)	No Credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

2. Enterprise SNLAN Services

Per Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)****3.7.2 Enterprise and Elite Native Local Area Network Services, (Cont'd.)****B. On-time Installation**

For NLAN Services being provisioned completely on the Company's network, the Company will complete installation within 15 business days from the date the Service Order is received by the Company's Provisioning Network Operations Center ("PNOC"). For Off-net Services (Services provisioned through another provider), the Company will complete installation within 15 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

C. Special Provisions Applicable to Enterprise SNLAN and Elite NLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.3 Extended Native Local Area Network ("ENLAN") Service

A. Network Availability

The Company's On-Net ENLAN Service will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits as specified below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing ENLAN Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

B. Network Latency

The Company's On-Net ENLAN Service will have an average round-trip transmission of 50 milliseconds or less between the Company's designated regional route servers in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between the Company's designated regional route servers located in Hawaii and the mainland United States ("Latency"). Latency calculations do not include Customer host to host readings. Upon Customer's request to the Company's Network Reliability Center at 1-800-829-0420 ("CNRC"), the Company will calculate Latency by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet the applicable Latency objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

48 Contiguous U.S.	Hawaii	Credits
0 to 50.00 ms	0 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Optimum TCP throughput may require adjustments to the default TCP stack settings.

Monthly Network Latency and Packet Delivery averages may be viewed at:
www.twtelecom.com/performance/hi_ip_network_overview_performance.html

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

C. Packet Delivery

The Company's On-Net ENLAN Services will have packet delivery of at least 99.5%. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet this objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

Packet Delivery	Credits
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

Monthly Network Latency and Packet Delivery averages may be viewed at:
www.twtelecom.com/performance/hi_ip_network_overview_performance.html

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)****3.7.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)****D. On-time Installation**

For ENLAN Services provisioned entirely on the Company's Network, the Company will complete installation within 15 business days after the Service Order is received by its Provisioning Network Operations Center ("PNOC"). For Services provisioned through another provider, the Company will complete installation within 15 business days from the PNOC's receipt of the Service Order, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

E. Special Provisions Applicable to ENLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)****3.7.4 Transport Services****A. Availability**

The Company's On-Net, dedicated, DS-n and SONET OC-n and Optical Wavelength Transport Services ("Transport Services") will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"), or Customer will receive Service Outage credits as specified below. Customer shall report Service Outages by contacting The Company's Customer and Network Reliability Center at 1-800-829-0420 ("CNRC"). The Company will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the Transport Service due to the Company's equipment or network ("Service Outage").

Standard maintenance windows are based on the time zone of a city's location and are available at the following website: <http://info.twtelecom.net/info.php?id=1>.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

3.7.4 Transport Services (Cont'd.)

B. Amount of Credit

Credits are based upon a percentage of the MRC for the non-performing Transport Service as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

For Service Outages lasting 24 hours or greater, Customer will receive the greater of the 50% MRC credit identified above or a credit equal to 1/1440 of the applicable MRC for each 30 minutes of the Service Outage. The aggregate credits provided during any calendar month may not exceed the monthly recurring charge for the non-performing Transport Service. The remedies set forth in this price list constitute Customer's sole and exclusive remedy in the event of any Service Outage or failure to meet Network Availability.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.8 Cancellation of Service/Termination Liability**

Cancellation of service by the Customer can be made either verbally or in writing and is applied pursuant to WAC 480-120-081(1) as follows:

- A. Where an application for service is canceled by the Customer prior to the start of any design work or installation of facilities, no charge applies.
- B. When an application which requires special design work is canceled after the design work has begun, the Company may collect charges equal to the cost incurred for the associated design work to date.
- C. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 3.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 3.6.2.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.8 Cancellation of Service/Termination Liability, (Cont'd.)

3.8.1 Termination Liability

If the Customer terminates Service(s) prior to the end of the term, the Customer's termination liability shall be 100% of the monthly recurring charges for the remaining term of the Service(s). The Company reserves the right to impose termination charges at a higher rate than stated hereunder if the Company incurs unusually high capital costs to provide or remove Service(s) to or from the Customer's location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate Service.

3.9 Transfers and Assignments

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

to any subsidiary, parent company or affiliate of the Company; or

pursuant to any sale or transfer of substantially all the assets of the Company; or

pursuant to any financing, merger or reorganization of the Company.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

3.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.11 Notices and Communications**

- 3.11.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 3.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 3.11.3 Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List 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.
- 3.11.4 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.

3.12 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax, Municipal Taxes; Gross Receipts Taxes; and any taxes surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately on Customer invoices.

3.13 Emergency Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with WAC 480-120-520.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.14 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is, (Cont'd.) for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

3.15 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

3.16 Connection Charges

A nonrecurring connection charge applies to the installation of a new service, the transfer of existing service to a different location and a change in existing service to a different location and a change in existing service. The Company may from time to time waive or reduce connection charges as part of a promotion.

3.17 Restoration Charge

A restoration charge applies to the restoration of service and facilities suspended because of nonpayment or for any reason and is payable at the time the restoration of the suspended service and facilities is arranged. The Customer must satisfy its past due balance and correct the deficiency which gave rise to the suspension (if other than nonpayment) prior to the restoration of service. In addition, the Company may require the Customer to pay a deposit prior to the restoration of the suspended service and facilities.

Restoration charges are listed with each service to which they apply.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.18 Moves and Changes of Service

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the Company had done the work.

The Customer will be assessed a charge for any move or change of a Company service.

Move and Change are defined as follows:

A "Move" is defined as a change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges are listed with each service to which they apply.

A "Change" is defined as a revision, redesign or other provisioning change to existing services. A minimum switch configuration charge of \$50.00 shall apply to each change of service. Charges are listed with each service to which they apply.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.19 Inside Wire Maintenance and Installation

3.19.1 The Customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at Customer request, the charge to be billed is the amount quoted to the Customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, Screws, nails, tape, connectors, etc.

3.19.2 Rates and Charges

A. Inside Wire Installation Charge

Flat Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring. Material is included in each time increment charge.

Time and Materials
(per order, per premises) Individual Case Basis

B. Inside Wire Maintenance Charge

The Flat Inside Wire Maintenance Charge applies when a Customer requests wire and jack maintenance. Material are included in the Time and materials Charge.

Time and Materials
(per order, per premises) Individual Case Basis

Trouble Isolation Charge
(per visit) Individual Case Basis.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.20 Primary Interexchange Carrier Change

Within the first 30 days of new service, a Customer may change its interLATA and/or intraLATA long distance carrier at no charge. After the 30 day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line. If the Customer changes the interLATA and intraLATA carrier on the same order, only one charge will be assessed.

3.21 Expedited Due Date Service

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed. When a Customer requests that service be provided in advance of the established service interval for the particular service, and the Company is able to comply, and Expedited Due Date Service charge will apply.

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

Expedited Due Date Charge	\$250.00 per Analog, Digital or PBX Trunk or PRI
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The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

3.22 Order Cancellation Charge

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge	\$100.00 per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher.
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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.23 Service Provided Pursuant to Term Agreement

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

3.24 Order Modification Charge

If the Customer requests a change in the service order after receipt of a firm order confirmation (excluding requests to expedite the due date as provided by Section 3.22 of this Price List), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges from a third party that are directly associated with the Customer's request to modify the service order.

Order Modification Charge	\$100.00
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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.25 Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority****3.25.1 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 price list language contained herein.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.25 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

3.25.1 General, (Cont'd.)

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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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.25 Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)****3.25.2 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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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.25 Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)****3.25.2 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 3.26.2.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 in 3.26.2.A.1 above 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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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.25 Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)****3.25.3 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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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.25 Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)****3.25.4 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 3 - RULES AND REGULATIONS, (CONT'D.)

3.25 Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

3.25.5 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 customer of the action to be taken.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.26 Customer Requested Suspension of Service

3.26.1 Description

Upon the Customer's request, the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. Upon the Customer's request, the Company will provide the Customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

3.26.2 Rates and Charges

<u>Period of Suspension</u>	<u>Charge</u>
First full or partial month	Regular Monthly Rate (no reduction)
Each additional month (up to one year limit)	One-half Regular Monthly Rate

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.27 Government Emergency Telecommunications Service (GETS)****3.27.1 Description of Service**

The Government Emergency Telecommunication Service (GETS) provides authorized federal government end users with a National Security and Emergency Preparedness (NS/EP) switched voice and data communications service utilizing the public switched network through a special code(s) in the Company's end offices. Access is accomplished through the use of the 710 non-geographical Numbering Plan Area (NPA). GETS is activated at the request of the federal government or its authorized agent. GETS facilities may not be used for non-national security or non-emergency government telecommunications, non-GETS services or by unauthorized end users. A one hundred percent (100%) PIU factor will apply to GETS access minutes and nonrecurring charges.

3.27.2 GETS Service Area

GETS is available in all areas where facilities permit. The 710 non-geographical NPA will be opened in all areas in which GETS is available.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.27 Government Emergency Telecommunications Service (GETS), (Cont'd.)****3.27.3 GETS Features****A. Alternate Carrier Routing (ACR)**

Company does not provide GETS ACR functionality.

B. Calling Party Number (CPN)

Company does not provide GETS CPN functionality.

C. High Probability of Completion (HPC)

1. GETS High Probability of Completion (HPC) provides GETS users with enhanced routing priority in the public switched network. HPS significantly improves the completion of GETS NS/EP calls under severe network congestion and damage conditions, including, but not limited to natural disasters and national emergencies.
2. The HPC feature sets the call priority value and provides the capability to queue the GETS NS/EP access call against a busy Switched Access trunk group in a route list until a member of that trunk group become idle. As soon as a trunk group member becomes idle, it is offered to the queued GETS NS/EP access call before any other calls are processed.

Calls processed through the HPC feature will be exempt from the following restrictive network management controls:

- a. Cancel To (CANT). CANT prevents a specified percentage of calls from accessing a trunk group and normally leads to final treatment.
- b. Cancel From (CANF) when set at less than 100%. CANF prevents a specified percentage of calls from overflowing a trunk group.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.27 Government Emergency Telecommunications Service (GETS), (Cont'd.)****3.27.3 GETS Features, (Cont'd.)****C. High Probability of Completion (HPC), (Cont'd.)****2. (Cont'd.)**

- c. (SKIP) when set at less than 100%. SKIP prevents a specified percentage of calls from accessing a trunk group and instead allows the call to advance to the next treatment.
- d. Call Gap. Call Gap limits the rate of calls accepted for a specified code or to a particular number during a period of time.
- 5. Automatic Code Gap (ACG). ACG limits messaging between AIN SSPs and the AIN SCP. Although this control is an AIN control, the exemption is triggered by the HPC identify of a call.

3. The HPC feature works with Switched Access trunk groups equipped with SS7 Out of Band Signaling or with Equal Access Multifrequency Address Signaling. The HPC feature is available in specified wire centers only as negotiated between the Company and the federal government or its authorized user.

4. Company will support the switch vendor's GETS HPC Feature Set requirements, HPC Activated Features requirements and HPC Network Capabilities Requirements.

5. Company will provide GETS-specific Operational Measurements (thirty-minute office-level measurements designed for consistency with LEC operational systems and engineering practices) and Network Management Measurements (discretes and five-minute measurements, both office- and trunk-level, for use with LEC network management centers).

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.27 Government Emergency Telecommunications Service (GETS), (Cont'd.)****3.27.4 Maintenance and Testing**

- A. Company shall maintain TQ on all trunk groups specified by the GETS agreement between the Company and the federal government.
- B. Company will support GETS Standard Service Testing requirements.
- C. Company will support GETS Remote Service Verification Process (RSVP) testing requirements.

3.27.5 Cancellation of Service

Prior to deployment of the GETS service, the federal government may terminate performance of work, in whole or in part, if termination is in the federal governments' best interest. The Company, upon receiving a Notice of Termination, will:

immediately stop work as specified in the notice;

execute no further subcontracts or orders for materials, services or facilities except to complete the, (Cont'd.) portion of the contract;

terminate all subcontracts to the extent related to work terminated;

settle all outstanding liabilities and termination settlement proposals;

transfer title and deliver to the federal government all work in progress, plans, information and other information which would normally be furnished to the federal government if the GETS service had been implemented;

complete performance of work not terminated;

protect property related to GETS service in which the federal government has an interest; and

submit a final termination settlement proposal no later than one year from the effective date of termination, unless extended in writing by the federal government within the one year period.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.27 Government Emergency Telecommunications Service (GETS), (Cont'd.)

3.27.6 Rates and Charges

A. HPC Rates and Charges

Company offers all HPC features as a bundled set with the exception of RSVP and OA&M Data Collection and Delivery. These exceptions are separately priced and offered to the GETS IC as options.

HPC Service Preparation Charge \$650.00

A one-time charge covering costs that are independent of the quantity of switches (e.g., product management, development of methods and procedures for implementation, identifying trunk groups for trunk queuing, network acceptance testing, etc.).

HPC Nonrecurring Per Switch Charge \$182.00

A one-time implementation charge per end office or access tandem switch (e.g., provisioning a switch to set HPC, provision Trunk Queuing on trunk groups).

HPC Monthly Recurring Per Switch Charge \$ 30.00

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (e.g., maintenance, standard operational readiness testing, resources utilization, etc.).

HPC Service Change Charge \$150.00

A one-time per switch charge for any request for HPC service configuration changes, including changes to the numbers provisioned to set HPC and Trunk Queuing parameters. This charge is independent of the number of activities included in an individual switch change request.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.27 Government Emergency Telecommunications Service (GETS), (Cont'd.)

3.27.6 Rates and Charges, (Cont'd.)

B. OA&M Delivery Options Rates and Charges

OA&M Service Preparation Charge	\$455.00
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A one-time charge covering costs that are independent of the quantity of switches (e.g., product management, development of methods and procedures for implementation, identifying trunk groups for trunk queuing, network acceptance testing, etc.).

OA&M Monthly Recurring Per Switch Charge	\$91.00
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Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (e.g., maintenance, standard operational readiness testing, resources utilization, etc.).

OA&M Service Change Charge	\$150.00
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A one-time per switch charge for any request for OA&M service configuration changes, including changes to the numbers provisioned to set OA&M parameters. This charge is independent of the number of activities included in an individual switch change request.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.27 Government Emergency Telecommunications Service (GETS), (Cont'd.)****3.27.6 Rates and Charges, (Cont'd.)****C. RSVP Options Rates and Charges**

RSVP Monthly Recurring Per Switch Charge	\$35.00
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Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (e.g., maintenance, standard operational readiness testing, resources utilization, etc.).

RSVP Nonrecurring Per Switch Charge	\$60.00
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A one-time implementation charge per end office or access tandem switch (e.g., provisioning a switch to set RSVP).

RSVP Service Change Charge	\$20.00
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A one-time per switch charge for any request for RSVP service configuration changes, including changes to the numbers provisioned to set RSVP parameters. This charge is independent of the number of activities included in an individual switch change request.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.28 Automatic Number Identification**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service by price list to any entity (ANI recipient) only under the terms and conditions specified below.

- 3.28.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 3.28.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3.28.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 3.28.4 The ANI or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified above, unless the ANI recipient obtains the Customer's prior written consent to such resale or disclosure.
- 3.28.5 Violation of any of the foregoing terms and conditions by any ANI recipient other than the Company shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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PRIVATE LINE SERVICES

SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.29 Additional Rules Relating to Resale of Service**

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 3.29.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 3.29.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 3.29.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 3.29.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 3.29.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.
- 3.29.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.29 Additional Rules Relating to Resale of Service, (Cont'd.)

3.29.7 The Company does not offer GR303 protocol in connection with the Services.

3.29.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.

3.29.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)**3.30 Time and Materials Charges**

Time and Materials Charges are charges for work performed on the Customer's side of the demarcation or to isolate trouble to the Customer's side of the demarcation point by a Company employee at the Customer's request that are not covered by other charges. Chargeable time is labor which includes, but is not limited to, work preparation, actual work, trouble isolation and clean-up. Material Charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is excluded from Time and Materials Charges.

Included in Time and Materials Charges are Initial and Additional Time and Material Charges, the Trouble Isolation Charge, the Optional Testing and Monitoring Charge and the Dispatch Charge.

3.30.1 Time and Materials Charge Elements**A. Initial Time and Material Charge (ITM):**

The first 30 minute increment or fraction thereof of billable premises work performed on the Customer's premises.

Initial Time and Material Charge \$75

B. Additional Time and Material Charge (ATM)

Each 30 minute increment or fraction thereof beyond the first 30 minute increment of billable premises work performed on the Customer's premises.

Additional Time and Material Charge \$50 per 30 minute increment

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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.30 Time and Materials Charges, (Cont'd.)

3.30.1 Time and Materials Charge Elements, (Cont'd.)

C. Trouble Isolation Charge (TIC)

When a Customer reports a trouble to the Company for repair or trouble isolation and no trouble is found in the Company's facilities and/or network, the Customer shall be responsible for payment of a Trouble Isolation Charge for the period of time from when Company personnel are engaged or dispatched to the Customer's premises to when the work is completed. Trouble isolated to Company facilities and/or network will result in no charge to the Customer.

A Customer is entitled to request Trouble Isolation via a Smart Jack Loop up with a result of no trouble found in the Company network a maximum of 4 instances in any given 30 day period without the assessment of a TIC charge to the Customer. Each request in excess of the maximum 4 requests within 30 days at a single customer location shall result in a TIC charge. In addition, if the Customer requests additional assistance from Company personnel in isolating the trouble beyond the Smart Jack Loop-up Process a TIC Charge will apply for each such request.

Trouble Isolation Charge	\$125 per occurrence
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SECTION 3 - RULES AND REGULATIONS, (CONT'D.)

3.30 Time and Materials Charges, (Cont'd.)

3.30.1 Time and Materials Charge Elements, (Cont'd.)

D. Optional Testing and Monitoring Charge (OTM)

If, after a Customer report of trouble to the Company, the Customer has been notified that no trouble is found in the Company facilities and/or network, and Customer has been assessed a Trouble Isolation Charge, Customer may request that the Company continue to assist with network testing and/or monitoring or otherwise continue to assist the Customer and/or its vendor. In such instance, the Customer will be assessed additional charges for the period of time from which Company personnel are engaged or dispatched to the Customer's premises to the time when the work is completed.

Optional Testing and Monitoring Charge \$300 per occurrence

E. Dispatch Charge

The Dispatch Charge is a charge per premise visit or series of visits by a Company Field Technician to the Customer's premise for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The Dispatch Charge may be assessed in addition to all applicable Initial and Additional Time and Materials charges, Trouble Isolation Charge and Optional Testing and Monitoring Charge.

Dispatch Charge \$50 per occurrence

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PRIVATE LINE SERVICES

SECTION 4 - SPECIAL ARRANGEMENTS

The Company may offer the following Special Arrangements to meet a Customer's specific needs. Upon notice to the Customer, the Company may change rates offered pursuant to special arrangements or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible.

4.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this rate sheet. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB will be filed with the Commission.

4.2 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to requests by Customers of the Company for proposals or for competitive bids. Service offered under this Price List provision will be provided to Customer pursuant to contract.

Competitive Discounts are available to Customers purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Price list. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of network facilities (4) the type of service; (5) the price of service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

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SECTION 5 - SPECIAL CONSTRUCTION**5.1 Special Construction Services**

5.1.1 Subject to the arrangement of the Company and to all of the regulations contained in this Price list, special construction of facilities may be undertaken by the Company on a reasonable effort basis at the request of the Customer.

5.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;
- E. where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;
- F. where the facilities are provided on a temporary basis pending the availability of permanent facilities;
- G. where the construction requested involves abnormal costs; and
- H. where construction of facilities is done in advance of the Company's normal construction schedule.

5.1.3 Construction Charges

Special construction charges will be determined on an individual case basis. Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Washington Utilities and Transportation Commission.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS

6.1 Special Promotions

At its discretion, the Company may from time to time engage in special tests, pilot programs, waivers and promotional trial service offerings of limited duration, designed to attract new Customers or to increase Customer awareness of a particular Price List offering. Requests for such offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Price List.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.1 On-Net Promotion****A. Promotion Description**

This promotion offers a one-month service credit to eligible Customers located in existing On-Net buildings who purchase any service with a monthly recurring charge and a service term of at least 24 months.

B. Terms and Conditions

1. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
2. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
3. The promotional service credit will be applied against the monthly recurring charge for the purchased service.
4. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
5. Local usage fees for measured and message rated service are not included in the promotional price.
6. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
7. All monthly recurring charges will be billed in advance of service.
8. Termination liability as described elsewhere in this price list applies to early termination.
9. This promotion may not be combined with any other promotional offer except the On-Net Satisfaction Guarantee.
10. If combined with the On-Net Satisfaction Guarantee, the Customer's promotional service credit may not exceed the total amount billed for the applicable Service.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.2 Off-Net Expansion Promotion****A. Promotion Description**

This promotion offers a one- or two-month service credit to eligible new Customers located in Off-Net buildings who purchase any service (except Local Loop) with a monthly recurring charge and a service term of at least 24 months.

B. Terms and Conditions

1. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
2. Customers in On-Net buildings are not eligible for this promotion.
3. The promotional service credit will be applied against the monthly recurring charge for the purchased service.
4. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the services ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
5. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
6. Local usage fees for measured and message rated service are not included in the promotional price.

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SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)

6.1 Special Promotions, (Cont'd.)

6.1.2 Off-Net Expansion Promotion, (Cont'd.)

B. Terms and Conditions, (Cont' d.)

7. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
8. All monthly recurring charges will be billed in advance of service.
9. Termination liability as described elsewhere in this price list applies to early termination.
10. This promotion may not be combined with any other promotional offer.

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SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.3 On-Net Satisfaction Guarantee****A. Promotion Description**

This promotion allows eligible new Customers in existing On-Net buildings to disconnect any service for any reason within the first 30 days of service without incurring termination liability.

B. Terms and Conditions

1. This offer is available only to new eligible Customers and existing eligible Customers purchasing new services in existing On-Net buildings.
2. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
3. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
4. Customers who wish to invoke the On-Net Satisfaction Guarantee must notify the Company of their desire to terminate service in writing within 30 days of service installation. The Customer is responsible for all service charges incurred up to the date of disconnection.
5. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this price list applies to early termination, after the first 30 days of service.
8. This promotion may not be combined with any other promotional offer other than the "On-Net Promotion".

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.4 CCS Renewal Promotion****A. Promotion Description**

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

B. Terms and Conditions

1. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract..
2. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
3. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
4. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
5. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this price list applies to early termination.
8. This promotion may not be combined with any other promotional offer.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.5 Up-Sell Free Month Promotion****A. Promotion Description**

This promotion offers a one- or two-month service credit to renewing Customers who purchase services in a new Company product category (i.e., a product category in which Customer currently has no Company services). Customers who purchase additional services with a contract term of 24 months are eligible to receive a credit equal to one month's recurring charges for the new services. Customers who purchase additional services with a contract term of 36 months or longer are eligible to receive a credit equal to two months' recurring charges for the new services.

B. Terms and Conditions

1. The Company's product categories are as follows: Voice; Integrated Services; Internet; and Data/Transport.
2. Internet Service Providers and carrier customers are not eligible to receive this promotion.
3. Credit will be applied at the beginning of the contract term. Only products with a monthly recurring charge are eligible for the credit. Usage, taxes and surcharges are no eligible for credit.
4. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
5. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this price list applies to early termination.
8. This promotion may not be combined with any other promotional offer.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.6 2007 CCS Renewal Promotion****A. Promotion Description**

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

B. Terms and Conditions

1. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract..
2. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
3. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
4. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
5. This promotion is effective through March 31, 2007. Service must be installed no later than two months after the date of the service order.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this price list applies to early termination.
8. This promotion may not be combined with any other promotional offer.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)**6.1 Special Promotions, (Cont'd.)****6.1.7 2007 Up-Sell Free Month Promotion****A. Promotion Description**

This promotion offers a one- or two-month service credit to renewing Customers who purchase services in a new Company product category (i.e., a product category in which Customer currently has no Company services). Customers who purchase additional services with a contract term of 24 months are eligible to receive a credit equal to one month's recurring charges for the new services. Customers who purchase additional services with a contract term of 36 months or longer are eligible to receive a credit equal to two months' recurring charges for the new services.

B. Terms and Conditions

1. The Company's product categories are as follows: Voice; Integrated Services; Internet; and Data/Transport.
2. Internet Service Providers and carrier customers are not eligible to receive this promotion.
3. Credit will be applied at the beginning of the contract term. Only products with a monthly recurring charge are eligible for the credit. Usage, taxes and surcharges are not eligible for credit.
4. This promotion is effective through March 31, 2007. Service must be installed no later than two months after the date of the service order.
5. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this price list applies to early termination.
8. This promotion may not be combined with any other promotional offer.