

Level 3 Communications, LLC

Missouri P.S.C. Tariff No. 4
Original Title Page

**Missouri Public
Service Commission**

REC'D FEB 01 2000

COMPETITIVE TELECOMMUNICATIONS SERVICE

TARIFF SCHEDULE APPLICABLE TO

SWITCHED ACCESS SERVICES

WITHIN THE STATE OF MISSOURI

BY

LEVEL 3 COMMUNICATIONS, LLC

CANCELLED

Issued by:

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

OCT 21 2001
By **ISTR TP**
Public Service Commission
MISSOURI

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for access telecommunications services provided by Level 3 Communications, LLC, within the State of Missouri.

Level 3 Communications, LLC, operates as a competitive telecommunications company within the State of Missouri.

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

**Missouri Public
Service Commission**

Level 3 Communications, LLC

REC'D FEB 01 2000

Missouri P.S.C. Tariff No. 4
Original Page 1

LIST OF WAIVERS

Level 3 Communications, LLC is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Section 392.420, RSMo 1994:

Statutes

392.240(1)	--	rate making
392.270	--	valuation of property (rate making)
392.280	--	depreciation accounts
392.290	--	issuance of securities
292.310	--	stock and debt issuance
392.320	--	stock dividend payment
392.340	--	reorganization(s)
392.330, RSMo. Supp. 1997	--	issuance of securities, debts and notes

Commission Rules

4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.010(2)(c)	-	rate schedules
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	-	exchange boundary maps
4 CSR 240-32.030 (1)(C)	-	record keeping
4 CSR 240-32.030(2)*	-	in-state record keeping
4 CSR 240-32.050(3)	-	local office record keeping
4 CSR 240-32.050(4)	-	telephone directories
4 CSR 240-32.050(5)	-	call intercept
4 CSR 240-32.050(6)	-	telephone number changes
4 CSR 240-32.070(4)	-	public coin telephone
4 CSR 240-33.030	-	minimum charges rule
4 CSR 240-33.040(5)	-	financing fees

CANCELLED

OCT 21 2001

By **STP**
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: March 2, 2000

Issued By:

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D FEB 01 2000

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Title Page.....	Title Page
List of Waivers	1
Table of Contents	2
Explanation of Symbols	4
Application of Tariff	5
 <u>SECTION</u>	
SECTION 1 - DEFINITION OF TERMS.....	6
SECTION 2 - UNDERTAKING OF THE COMPANY	8
2.1 <u>General</u>	8
2.2 <u>Description of Service</u>	8
2.3 <u>Application for Service</u>	8
2.4 <u>Shortage of Equipment or Facilities</u>	8
2.5 <u>Terms and Conditions</u>	9
2.6 <u>Liability of the Company</u>	9
2.7 <u>Notification of Service-Affecting Activities</u>	11
2.8 <u>Provision of Equipment and Facilities</u>	11
2.9 <u>Nonroutine Installation</u>	13
2.10 <u>Ownership of Facilities</u>	13
2.11 <u>Optional Rates and Information Provided to the Public</u>	13
2.12 <u>Continuity of Service</u>	13
2.13 <u>Governmental Authorizations</u>	13
SECTION 3 - OBLIGATIONS OF THE CUSTOMER	15
3.1 <u>General</u>	15
3.2 <u>Prohibited Uses</u>	16
3.3 <u>Claims</u>	17
3.4 <u>Jurisdictional Reporting</u>	17
SECTION 4 - PAYMENT ARRANGEMENTS.....	20
4.1 <u>Payment for Service</u>	20
4.2 <u>Billing and Collection of Charges</u>	20
4.3 <u>Advance Payments</u>	22
4.4 <u>Deposits</u>	22
4.5 <u>Discontinuance of Service</u>	24
4.6 <u>Cancellation of Application for Service</u>	25
4.7 <u>Changes in Service Requested</u>	26
4.8 <u>Taxes</u>	26
4.9 <u>Disputed Bills</u>	26
SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS	27
5.1 <u>Resale and Sharing</u>	27
5.2 <u>Joint Use Arrangements</u>	27
5.3 <u>Transfers and Assignments</u>	27

Issued: January 31, 2000

Effective: March 2, 2000

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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 1025 Eldorado Boulevard
 Broomfield, Colorado 80021

MAR 07 2000
 Missouri Public
 Service Commission

FILED MAR 07 2000

REC'D SEP 21 2001

First Revised Page 3

Replaces Original Page 3

5.3 <u>Transfers and Assignments</u>	27
SECTION 6 - CANCELLATION OF SERVICE	28
SECTION 7 - NOTICES AND COMMUNICATIONS	29
SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS	30
8.1 <u>General</u>	30
8.2 <u>Station Equipment</u>	30
8.3 <u>Interconnection of Facilities</u>	30
8.4 <u>Tests and Adjustments</u>	31
8.5 <u>Inspections</u>	31
SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE	32
9.1 <u>General</u>	32
9.2 <u>No credit allowance will be made for:</u>	33
SECTION 10 - APPLICATION OF RATES	34
10.1 <u>Distance-Based Charges</u>	34
SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS	35
11.1 <u>Special Construction</u>	35
11.2 <u>Basis for Charges</u>	35
11.3 <u>Basis for Cost Computation</u>	35
11.4 <u>Termination Liability</u>	36
SECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE	38
12.1 <u>General</u>	38
12.2 <u>Access Order</u>	39
SECTION 13 - CARRIER COMMON LINE SERVICE	45
13.1 <u>General Description</u>	45
13.2 <u>Limitations</u>	45
13.3 <u>Undertaking of the Company</u>	45
13.4 <u>Obligations of the Customer</u>	46
13.5 <u>Determination of Usage Subject to Carrier Common Line Access Charges</u>	46
13.6 <u>Measuring and Recording of Call Detail</u>	46
13.7 <u>Billing of Charges</u>	47
13.8 <u>Determination of Charges</u>	47
SECTION 14 - SWITCHED ACCESS SERVICE	49
14.1 <u>General</u>	49
14.2 <u>Provision and Description of Switched Access Service Agreements</u>	49
14.3 <u>Obligations of Company</u>	52
14.4 <u>Obligations of the Customer</u>	53
SECTION 15 - RATES AND CHARGES	55
15.1 <u>Rates for Switched Access Services</u>	55
15.2 <u>Non-routine Installation/Maintenance Charges</u>	59
15.3 <u>Individual Case Basis Arrangements</u>	59

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

Thomas C. Stortz, Group Vice President and General Counsel
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 Broomfield, Colorado 80021

Missouri Public

CANCELLED
 December 14, 2007
 Missouri Public
 Service Commission

FILED OCT 21 2001

Service Commission

REC'D FEB 01 2000

SECTION 6 - CANCELLATION OF SERVICE	28
SECTION 7 - NOTICES AND COMMUNICATIONS	29
SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS	30
8.1 <u>General</u>	30
8.2 <u>Station Equipment</u>	30
8.3 <u>Interconnection of Facilities</u>	30
8.4 <u>Tests and Adjustments</u>	31
8.5 <u>Inspections</u>	31
SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE	32
9.1 <u>General</u>	32
9.2 <u>No credit allowance will be made for:</u>	33
SECTION 10 - APPLICATION OF RATES	34
10.1 <u>Distance-Based Charges</u>	34
SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS	35
11.1 <u>Special Construction</u>	35
11.2 <u>Basis for Charges</u>	35
11.3 <u>Basis for Cost Computation</u>	35
11.4 <u>Termination Liability</u>	36
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12.1 <u>General</u>	38
12.2 <u>Access Order</u>	39
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13.7 <u>Billing of Charges</u>	47
13.8 <u>Determination of Charges</u>	47
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15.1 <u>Rates for Switched Access Services</u>	55
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15.3 <u>Individual Case Basis Arrangements</u>	59

CANCELLED

OCT 21 2001
By [Signature] #3
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective [Redacted]

Issued By:

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

EXPLANATION OF SYMBOLS

**Missouri Public
Service Commission**

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

REC'D FEB 01 2000

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

CANCELLED

OCT 21 2001
By *[Signature]*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective **[REDACTED]**

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

MAR 07 2000

REC'D FEB 01 2000

APPLICATION OF TARIFF

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

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

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

CANCELLED

OCT 21 2001
By *LSR*
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~March 7, 2000~~

Issued By:

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

SECTION 1 - DEFINITION OF TERMS

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

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

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

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

Commission: Missouri Public Service Commission

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

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

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

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

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

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

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

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

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

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

Issued: March 30, 2011

Effective: ~~April 29, 2011~~
August 19, 2011

Issued By: Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELED
February 18, 2012
Missouri Public
Service Commission
JC-2012-0346

FILED
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

SECTION 1 - DEFINITION OF TERMS

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Commission: Missouri Public Service Commission

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

Customer: The person, firm or corporation who provides inter-exchange services and who purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

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

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

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

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

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By:

William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
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Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

REC'D SEP 21 2001

SECTION 1 - DEFINITION OF TERMS

Service Commission

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Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

FILED OCT 21 2001

Service Commission

SECTION 1 - DEFINITION OF TERMS

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CANCELLED

Missouri Public
Service Commission

OCT 21 2001

FILED MAR 07 2000

Issued: January 31, 2000

Issued By:

By *ISRP #14*
Thomas C. Stortz, Senior Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

Effectively *March 7, 2000*

MAR 07 2000

SECTION 1 - DEFINITION OF TERMS (CONT'D)

PIU: Percent Interstate Usage

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

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. In the case of Tandem Connect service ordered under option (2) of Section 12.1.1.2, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

Service Order: A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

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

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access service includes Local Switching, Local Transport, and Carrier Common Line. [N]
[N]

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

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

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

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
CANCELED Level 3 Communications, LLC
February 18, 2012 1025 Eldorado Boulevard
Missouri Public Broomfield, Colorado 80021
Service Commission
JC-2012-0346

FILED
Missouri Public
Service Commission

SECTION 1 - DEFINITION OF TERMS (CONT'D)

REC'D SEP 21 2001

PIU: Percent Interstate Usage

Service Commission

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Issued: September 21, 2001

Effective: October 21, 2001

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Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

FILED OCT 21 2001

Service Commission

SECTION 1 - DEFINITION OF TERMS (CONT'D)

REC'D FEB 01 2000

PIU: Percent Interstate Usage

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CANCELLED

OCT 21 2001
By [Signature] #7
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [Redacted]

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 2 - UNDERTAKING OF THE COMPANY

Service Commission

2.1 General

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

2.2 Description of Service

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

2.3 Application for Service

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

2.4 Shortage of Equipment or Facilities

- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

FILED OCT 21 2001

Service Commission

SECTION 2 - UNDERTAKING OF THE COMPANY

REC'D FEB 01 2000

2.1 General

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

2.2 Description of Service

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

2.3 Application for Service

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

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2.4 Shortage of Equipment or Facilities

- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D SEP 21 2001

First Revised Page 9

Replaces Original Page 9

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**Service Commission****2.5 Terms and Conditions**

- 2.5.1 Except for Tandem Connect service, as defined in Section 14.2.3.3, Service shall be provided on the basis of a minimum period of at least one (1) month.
- 2.5.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.5 The tariffs of the Company shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

2.6 Liability of the Company

- 2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department,

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

FILED OCT 21 2001

Service Commission

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

**Missouri Public
Service Commission**

2.5 Terms and Conditions

REC'D FEB 01 2000

2.5.1 Service shall be provided on the basis of a minimum period of at least one (1) month.

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

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

2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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

2.6 Liability of the Company

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

2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department,

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective

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

MAR 07 2000

CANCELLED

OCT 21 2001
154 R #9
Missouri Public Service Commission

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

agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.

2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.

2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.

2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Missouri Law.

2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays

Missouri Public
Service Commission

Issued: January 31, 2000

FILED MAR 07 2000

Effective

Issued By:

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

MAR 07 2000

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OCT 21 2001
Missouri Public Service Commission
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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

- 2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.6.12 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**
- 2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Level 3 Communications, LLC.

2.7 Notification of Service-Affecting Activities

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

2.8 Provision of Equipment and Facilities

- 2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2 The Company may undertake to use reasonable efforts to make available service to the Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- 2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized

CANCELLED

OCT 12 2001

By LSRP #11

Public Service Commission

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Missouri Public
Service Commission

Issued: January 31, 2000

FILED MAR 07 2000

Effective: [REDACTED]

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D FEB 01 2000

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

User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Level 3 Communications, LLC services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

CANCELLED

OCT 21 2001
By 154RP #12
Public Service Commission
MISSOURI

Missouri Public
Service Commission

Issued: January 31, 2000

FILED MAR 07 2000

Effective

Issued By:

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D FEB 01 2000

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

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

2.9 Nonroutine Installation

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

2.10 Ownership of Facilities

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

2.11 Optional Rates and Information Provided to the Public

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

2.12 Continuity of Service

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

2.13 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be

CANCELLED

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Service CommissionOCT 21 2001
15494#13

FILED MAR 07 2000

Issued: January 31, 2000

By
Public Service Commission
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Effective

Issued By:

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MAR 07 2000

REC'D FEB 01 2000

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

required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

CANCELLED

OCT 21 2001
BY STRP #14
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
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MAR 07 2000

SECTION 3 - OBLIGATIONS OF THE CUSTOMER

**Missouri Public
Service Commission**

REC'D FEB 01 2000

3.1 General

The Customer shall be responsible for:

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

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**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

OCT 21 2001
By: [Signature] #15
Public Service Commission
MISSOURI

Effective: [Redacted]

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D FEB 01 2000

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

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

3.2 Prohibited Uses

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

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OCT 21 2001

By **LSRP #10**
Missouri Public Service Commission
MISSOURIMissouri Public
Service Commission**FILED MAR 07 2000**

Issued: January 31, 2000

Effective: **MAR 07 2000**

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

MAR 07 2000

REC'D FEB 01 2000

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

3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

3.2.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.3 Claims

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

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;

3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

3.4 Jurisdictional Reporting

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

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OCT 21 2001
By [Signature]
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective [Redacted]

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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MAR 07 2000

REC'D SEP 21 2001

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

- 3.4.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating access minutes will be measured as follows, based on type of access:
- 3.4.1.1 For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total originating access minutes.
- 3.4.1.2 For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- 3.4.1.3 For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
- 3.4.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- 3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.
- 3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

Thomas C. Stortz, Group Vice President and General Counsel
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CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

REC'D FEB 01 2000

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

- 3.4.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating access minutes will be measured as follows, based on type of access:
- 3.4.1.1 For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total originating access minutes.
- 3.4.1.2 For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- 3.4.1.3 For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
- 3.4.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- 3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.
- 3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

CANCELLED

OCT 21 2001
By (SRP) #18
Public Service Commission
MISSOURIMissouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

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

MAR 07 2000

REC'D FEB 01 2000

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

3.4.4 Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

3.4.5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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

CANCELLED

OCT 21 2001
By ISRP #19
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.4.6 Identification and Rating of VoIP-PSTN Traffic**

(N)

This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as set forth in Section 15, following.

Calculation and Application of Percent-VoIP- Usage Factors

- a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be assessed by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company's end user.
- b. The Customer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- c. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.
- d. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- e. Both the Customer provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.

(N)

Issued: January 19, 2012

Effective: February 18, 2012

Issued By:

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

CANCELLED
July 1, 2012
Missouri Public
Service Commission
JX-2012-0776

FILED
Missouri Public
Service Commission
JC-2012-0346

REC'D SEP 21 2001

SECTION 4 - PAYMENT ARRANGEMENTS

Service Commission

4.1 Payment for Service

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

4.2 Billing and Collection of Charges

- 4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- 4.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 4.2.6 With respect to Customers who are Telecommunications Carriers, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.
- 4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By: Thomas C. Stortz, Group Vice President and General Counsel

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

CANCELLED
August 19, 2011
Missouri Public
Service Commission

TT-2011-0324; JX-2011-0488

Missouri Public

REC'D OCT 21 2001
FILED

Service Commission

SECTION 4 - PAYMENT ARRANGEMENTS**Missouri Public
Service Commission****4.1 Payment for Service**

REC'D FEB 01 2000

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

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- 4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- 4.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 4.2.6 With respect to Customers who are Telecommunications Carriers, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.
- 4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

CANCELLED

OCT 21 2001

By: [Signature] #20
Public Service Commission
MISSOURI**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effect: [Redacted]

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

MAR 07 2000

REC'D SEP 21 2001

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

- 4.2.8 Ordering, Rating and Billing of Access Services where more than one exchange carrier is involved will be handled as follows:

All recurring and non-recurring charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic earned between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company will notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Switched Access Service, as defined in Section 12. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Switched Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Switched Access Services as follows:

- (1) The Company must receive an order, as defined in Section 12, for Feature Group D (FGD) Switched Access Service, as defined herein, to the Company's Local Switching Center through a switch operated by another Exchange Center.
- (2) In addition, for FGD Switched Access Service to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.
- (4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Switched Access Service tariff, subject to the following rules, as appropriate:

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001

FILED

Service Commission

REC'D FEB 01 2000

SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

- 4.2.8 Ordering, Rating and Billing of Access Services where more than one exchange carrier is involved will be handled as follows:

All recurring and non-recurring charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic earned between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Switched Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Switched Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Switched Access Services as follows:

- (1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Center.
- (2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.
- (4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Switched Access Service tariff, subject to the following rules, as appropriate:

CANCELLED
OCT 21 2001
By [Signature] #21
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [Redacted]

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

Service Commission

- (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved;
- (1) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

4.3 Advance Payments

- 4.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
- 4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

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

Issued: September 21, 2001

Effective: October 21, 2001

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

Missouri Public

REC'D OCT 21 2001

FILED

Service Commission

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

REC'D FEB 01 2000

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved;
 - (1) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

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- 4.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
- 4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

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

CANCELLED

OCT 21 2001
By STRP #22
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effect 

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

MAR 07 2000

REC'D FEB 01 2000

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

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

CANCELLED

OCT 21 2001

By 13424#23
Public Service Commission
MISSOURIMissouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

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

MAR 07 2000

REC'D FEB 01 2000

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- 4.4.11 The rate of interest to be paid on Customer deposits is equivalent to the rate paid on 2-year U.S. treasury notes for the preceding 12 months ending December 31 of any year.
- 4.4.12 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

4.5 Discontinuance of Service

- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

CANCELLED

OCT 21 2001
By *SRP #24*
Public Service Commission MISSOURI
Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effect 

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

MAR 07 2000

REC'D FEB 01 2000

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 4.5.6 Upon the Company's discontinuance of service to the Customer under paragraphs 4.5.1 or 4.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).
- 4.5.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Department's Customer Service Rules shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

4.6 Cancellation of Application for Service

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

CANCELLED

OCT 21 2001

By ISRP #25
Public Service Commission
MISSOURIMissouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021**MAR 07 2000**

REC'D SEP 21 2001

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

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

4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

4.7 Changes in Service Requested

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

4.8 Taxes

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

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Department.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELED
February 18, 2012
Missouri Public
Service Commission
JC-2012-0346

REC'D OCT 21 2001

FILED

Service Commission

REC'D FEB 01 2000

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

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

4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

4.7 Changes in Service Requested

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

4.8 Taxes

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

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Department.

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OCT 21 2001
By [Signature]
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective [Redacted]

Issued By:

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

MAR 07 2000

SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**Service Commission****5.1 Resale and Sharing**

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

5.2 Joint Use Arrangements

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

5.3 Transfers and Assignments

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

5.3.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.0, preceding: all costs, fees and expenses reasonably incurred in connection with:

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

5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

5.3.2.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By: Thomas C. Stortz, Group Vice President and General Counsel

Level 3 Communications, LLC

1025 Eldorado Boulevard

Broomfield, Colorado 80021

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

Missouri Public

REC'D OCT 21 2001

FILED
Service Commission

SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**Missouri Public
Service Commission**

REC'D FEB 01 2000

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5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

5.3.2.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

CANCELLED

OCT 21 2001

By STRP #27
Public Service Commission
MISSOURI**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: March 2, 2000

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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Broomfield, Colorado 80021

MAR 07 2000

Level 3 Communications, LLC

Missouri Public

Missouri P.S.C. Tariff No. 4

REC'D SEP 21 2001

First Revised Page 28

Replaces Original Page 28

SECTION 6 - CANCELLATION OF SERVICE

Service Commission

Reserved for future use.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

Thomas C. Stortz, Group Vice President and General Counsel

Level 3 Communications, LLC

1025 Eldorado Boulevard

Broomfield, Colorado 80021

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

Missouri Public

REC'D OCT 21 2001

FILED

Service Commission

SECTION 6 - CANCELLATION OF SERVICE

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**Missouri Public
Service Commission**

REC'D FEB 01 2000

CANCELLED

OCT 21 2001
By *SRP#28*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~March 7, 2000~~

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

MAR 07 2000

REC'D FEB 01 2000

SECTION 7 - NOTICES AND COMMUNICATIONS

7.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

7.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

7.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

CANCELLED

OCT 21 2001
By *Isaiah P. #29*
Public Service Commission
MISSOURI

Missouri Public
Service Commission
FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~March 7, 2000~~

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS**Service Commission****8.1 General**

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

8.2 Station Equipment

- 8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 8.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 8.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

- 8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and

Issued: September 21, 2001

Effective: October 21, 2001

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

REC'D OCT 21 2001

FILED

Service Commission

CANCELLED
August 19, 2011
Missouri Public
Service Commission

TT-2011-0324; JX-2011-0488

SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS

REC'D FEB 01 2000

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- 8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
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- 8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and

CANCELLED

OCT 21 2001

By LAR #30
Public Service Commission
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Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

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

MAR 07 2000

REC'D FEB 01 2000

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

conditions of the tariffs of the other communications carriers which are applicable to such connections.

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

8.4 Tests and Adjustments

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

8.5 Inspections

- 8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

CANCELLED

OCT 21 2001

By: [Signature] #31
Public Service Commission
MISSOURIMissouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [Redacted]

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

MAR 07 2000

SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE

**Missouri Public
Service Commission**

REC'D FEB 01 2000

9.1 General

- 9.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 9.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 9.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 9.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and Up to 24 hours.

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

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

CANCELLED

OCT 21 2001
By *1st RP #32*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effect: 

Issued By:

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

MAR 07 2000

REC'D FEB 01 2000

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

9.2 No credit allowance will be made for:

- 9.2.1 interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 9.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 9.2.3 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
- 9.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 9.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 9.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 9.2.7 interruption of service due to circumstances or causes beyond the control of the Company; and
- 9.2.8 interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

CANCELLED

OCT 21 2001

By *LSR* #33
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: 

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

MAR 07 2000

SECTION 10 - APPLICATION OF RATES

**Missouri Public
Service Commission**

10.1 Distance-Based Charges

REC'D FEB 01 2000

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

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

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

CANCELLED

OCT 21 2001
By (s) #34
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS
Service Commission**11.1 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.4 in a quantity greater than that which the Company would normally construct;
- 11.1.5 on an expedited basis;
- 11.1.6 on a temporary basis until permanent facilities are available;
- 11.1.7 involving abnormal costs; or
- 11.1.8 in advance of its normal construction.

11.2 Basis for Charges

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

11.3 Basis for Cost Computation

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By: Thomas C. Stortz, Group Vice President and General Counsel

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

Missouri Public

REC'D OCT 21 2001
FILED

Service Commission

CANCELLED
August 19, 2011
Missouri Public
Service Commission

TT-2011-0324; JX-2011-0488

REC'D FEB 01 2000

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**11.1 Special Construction**

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- 11.1.4 in a quantity greater than that which the Company would normally construct;
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- 11.1.6 on a temporary basis until permanent facilities are available;
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11.3 Basis for Cost Computation

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

CANCELLED

OCT 21 2001
By [Signature] #35
Public Service Commission
MISSOURI

Missouri Public
Service Commission
FILED MAR 07 2000

Issued: January 31, 2000

Effective: March 2, 2000

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

MAR 07 2000

REC'D SEP 21 2001

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

11.3.1 installed costs of the facilities ~~to be provided~~ including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

11.3.1.1 equipment and materials provided or used,

11.3.1.2 engineering, labor and supervision,

11.3.1.3 transportation,

11.3.1.4 rights of way, and

11.3.1.5 any other item chargeable to the capital account;

11.3.2 annual charges including the following:

11.3.2.1 cost of maintenance;

11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

11.3.2.4 any other identifiable costs related to the facilities provided; and

11.3.2.5 an amount for return and contingencies.

11.4 Termination Liability

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

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

11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001

FILED

Service Commission

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

11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

- 11.3.1.1 equipment and materials provided or used,
- 11.3.1.2 engineering, labor and supervision,
- 11.3.1.3 transportation,
- 11.3.1.4 rights of way, and
- 11.3.1.5 any other item chargeable to the capital account;

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Service Commission

REC'D FEB 01 2000

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- 11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 11.3.2.4 any other identifiable costs related to the facilities provided; and
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11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term.

CANCELLED

Missouri Public
Service Commission

OCT 21 2001

FILED MAR 07 2000

Issued: January 31, 2000

Issued By:

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

By [Signature] #36
Public Service Commission
MISSOURI

Effective: March 2, 2000

MAR 07 2000

REC'D FEB 01 2000

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

term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

CANCELLED

OCT 21 2001
By *SRP #37*
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

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MAR 07 2000

REC'D SEP 21 2001

SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE**Service Commission****12.1 General**

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

12.1.1 Ordering Conditions:

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

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

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

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

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

- 12.1.1.2 Tandem Connect Service Orders.** A Customer may order Tandem Connect service (as defined in Section 14.2.3.3) either by (1) submitting an ASR as defined in Section 12.1.1.1 or (2) routing traffic to the Company, or accepting traffic from the Company, through the tandem of another local exchange carrier to which the Customer is connected (the "tandem provider"). Where the Customer orders Tandem Connect service via option (2), the Company may use information provided to the Company by the tandem provider or information obtained from other sources to bill the Customer for the services provided.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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Missouri Public

REC'D OCT 21 2001

FILED

Service Commission

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

SECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE**12.1 General**

REC'D FEB 01 2000

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

12.1.1 Ordering Conditions:

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

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

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

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

CANCELLED

OCT 21 2001
By 14274 38
Public Service Commission
MISSOURI

Missouri Public
Service Commission**FILED MAR 07 2000**

Issued: January 31, 2000

Effective: [REDACTED]

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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MAR 07 2000

REC'D SEP 21 2001

SECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)**Service Commission****12.1.2 Provision of Other Services**

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

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

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

12.2 Access Order

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

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

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 14.2.3.2 and 14.2.3.3, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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1025 Eldorado Boulevard

Broomfield, Colorado 80021

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

Missouri Public

REC'D OCT 21 2001

FILED

Service Commission

REC'D FEB 01 2000

SECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)**12.1.2 Provision of Other Services**

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

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

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

12.2 Access Order

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

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

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 14.2.3.2 and 14.2.3.3, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

CANCELLED

OCT 21 2001

Missouri Public
Service Commission
By: [Signature] #39
Public Service Commission
MISSOURIMissouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [Redacted]

Issued By:

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MAR 07 2000

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

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

- Standard Interval
- Negotiated Interval

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

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

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

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

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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Broomfield, Colorado 80021

Missouri Public

CANCELLED
August 19, 2011
Missouri Public
Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001

FILED

Service Commission

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

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

- Standard Interval
- Negotiated Interval

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Service Commission****REC'D FEB 01 2000**

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

12.2.1.1 Standard Interval: The Standard Interval for Switched and Special Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which in On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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

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

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

CANCELLED**OCT 21 2001****By [Signature] #40
Public Service Commission
MISSOURI****Missouri Public
Service Commission****FILED MAR 07 2000**

Issued: January 31, 2000

Effective: March 2, 2000

Issued By:

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D FEB 01 2000

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

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

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

12.2.2.1 Service Commencement Date Charges:

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

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

12.2.2.2 Design Change Charge:

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

CANCELLED

Missouri Public
Service Commission

OCT 21 2001

FILED MAR 07 2000

By: [Signature]
Public Service Commission
MISSOURI

Issued: January 31, 2000

Effective: March 2, 2000

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

MAR 07 2000

REC'D FEB 01 2000

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

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

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

12.2.2.3 Expedited Order Charge:

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

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

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

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

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

CANCELLED

OCT 21 2001
By 1522P #42
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: March 2, 2000

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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MAR 07 2000

REC'D FEB 01 2000

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

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

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

12.2.3 Cancellation of an Access Service Request:

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

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

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

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

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


CANCELLED

OCT 21 2001
By *ISR #43*
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effect 

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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Broomfield, Colorado 80021

MAR 07 2000

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

12.2.4 Minimum Period of Service. Service Commission

The minimum period for which Tandem Connect Service is provided and for which charges are applicable is one month.

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

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

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

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

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

Thomas C. Stortz, Group Vice President and General Counsel
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Broomfield, Colorado 80021

Missouri Public

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001

FILED

Service Commission

REC'D FEB 01 2000

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

12.2.4 Minimum Period of Service.

The minimum period for which Switched Access Service is provided and for which charges are applicable is one month

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

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

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

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

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

CANCELLED

OCT 21 2001
By 1329 #44
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effect

Issued By:

Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

REC'D SEP 21 2001

SECTION 13 – CARRIER COMMON LINE SERVICE

Service Commission

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 14 of this Tariff.

13.1 General Description

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

13.2 Limitations

13.2.1 Exclusions

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

13.2.2 Access Groups

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

13.3 Undertaking of the Company

13.3.1 Provision of Service

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

13.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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Broomfield, Colorado 80021

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

REC'D FEB 01 2000

SECTION 13 – CARRIER COMMON LINE SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 14 of this Tariff.

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

13.3 Undertaking of the Company

13.3.1 Provision of Service

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

13.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes.

CANCELLED

OCT 21 2001
By 1629 #45
Public Service Commission
MISSOURI

Missouri Public
Service Commission
FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~January 31, 2000~~

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

MAR 07 2000

REC'D SEP 21 2001

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

13.4 Obligations of the Customer

Service Commission

13.4.1 Switched Access Service Requirements

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

13.4.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

13.5 Determination of Usage Subject to Carrier Common Line Access Charges

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

13.5.1 Determination of Jurisdiction

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

13.6 Measuring and Recording of Call Detail

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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Missouri Public

CANCELLED
August 19, 2011
Missouri Public
Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001

FILED

Service Commission

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

**Missouri Public
Service Commission**

13.4 Obligations of the Customer

REC'D FEB 01 2000

13.4.1 Switched Access Service Requirements

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

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The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

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

13.5.1 Determination of Jurisdiction

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

13.6 Measuring and Recording of Call Detail

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

CANCELLED

OCT 21 2001
By *LRP #46*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**
FILED MAR 07 2000

Issued: January 31, 2000

Effective: **MAR 07 2000**

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

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

**Missouri Public
Service Commission**

REC'D FEB 01 2000

13.7 Billing of Charges

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

13.8 Determination of Charges

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

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

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

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

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

CANCELLED

OCT 21 2001
By *[Signature]* #47
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effect: ~~REDACTED~~

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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Broomfield, Colorado 80021

MAR 07 2000

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

[L]

[L]

Certain material previously appearing on this page now appears on Second Revised Page 52.

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

REC'D SEP 21 2001

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

Service Commission

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

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED

Service Commission

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

**Missouri Public
Service Commission**

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

REC'D FEB 01 2000

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

CANCELLED

OCT 21 2001
By *lsq* #48
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effectiv **[REDACTED]**

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 14 - SWITCHED ACCESS SERVICE**Service Commission****14.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's premises and an End User's Premises. It provides for the use of common terminating switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

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

14.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

14.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DSI level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at Customer's option. End Users of Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if End User is presubscribed, as described herein.

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

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED

August 19, 2011

Missouri Public

Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001

FILED

Service Commission

SECTION 14 - SWITCHED ACCESS SERVICE**Missouri Public
Service Commission****14.1 General****REC'D FEB 01 2000**

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CANCELLED

OCT 21 2001
By *ISR* #419
Public Service Commission
MISSOURI

**Missouri Public
Service Commission****FILED MAR 07 2000**

Issued: January 31, 2000

Effective **MAR 07 2000**

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

MAR 07 2000

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

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

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

14.2.2 Manner of Provision

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

14.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect

14.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 4.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved). Customer may select either Direct Connect or Tandem Connect. If no selection is made, the Company shall use the Tandem Connect method of traffic delivery,

[N]
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[N]

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By:

William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

REC'D SEP 21 2001

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)
Service Commission

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

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Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)**Missouri Public
Service Commission**

REC'D FEB 01 2000

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

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

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

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- A. Direct Connect
- B. Tandem Connect

- 14.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 4.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

CANCELLED

OCT 21 2001
By *154R4#50*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: 

Issued By: Thomas C. Stortz, Senior Vice President and General Counsel
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1025 Eldorado Boulevard
Broomfield, Colorado 80021

MAR 07 2000

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

- 14.2.3.2 Direct Connect: As a Customer selected option, the Company will provide Direct connects, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS3 facilities are available for Direct Connect Service.. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use Local End Office Switching charge as specified in 15.1.3.4. Customers who select the Direct Connect option will not be billed Switched Transport Usage Rates, Switched Termination, Tandem Transport, or Tandem Termination. [N]
- 14.2.3.3 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category will be billed based on the Minutes of Use (MOU) measured for the End-Office switching and switched transport charges. [T]
[T]
- 14.2.4 Design Layout Report:
- At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 14.2.5 Acceptance Testing:
- At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.
- 14.2.6 Ordering Options and Conditions:
- Switched Access Service is ordered under the Access Order provisions set forth in Section 12. Also included in that section are other charges which may be associated with ordering Switched Access Service.

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

REC'D SEP 21 2001

SECTION 14 – SWITCHED ACCESS SERVICE Commission

- 14.2.3.2 Direct Connect: The Company will provide Direct connects, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS3 facilities are available for Direct Connect Service.. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in 15.1.3.4.
- 14.2.3.3 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and switched transport charges.

14.2.4 Design Layout Report:

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

14.2.5 Acceptance Testing:

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

14.2.6 Ordering Options and Conditions:

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

REC'D FEB 01 2000

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

14.2.3.2 Direct Connect: The Company will provide Direct connects, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DSI and DS3 facilities are available for Direct Connect Service. A DSI facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in 15.1.3.4.

14.2.3.3 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and switched transport charges.

14.2.4 Design Layout Report:

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

14.2.5 Acceptance Testing:

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

14.2.6 Ordering Options and Conditions:

Switched Access Service is ordered under the Access Order provisions set forth in Section 12.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

CANCELLED

OCT 21 2001
By [Signature] RPS
Public Service Commission
MISSOURI

Missouri Public
Service Commission
FILED MAR 07 2000

Issued: January 31, 2000

Effective: [Redacted]

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

MAR 07 2000

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

- 14.2.7 **Competitive Pricing Arrangements:**
Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts. [D]
- 14.2.8 **Determination of Charges**
- (A) Except as set forth in 14.2.8(B) below, the Originating Access, per minute charge(s) apply to: [T] [L]
- (1) all Originating Access minutes of use associated with calls placed to 700 numbers, 900 numbers, and Toll Free 8YY numbers for which the Customer furnishes service,
- (2) all Originating Access minutes of use where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers, [T]
- (B) **Exception:** The following are exempted from the application of the originating access charge elements of Carrier Common Line, Local End Office Switching, Switched Transport Usage, and Switched Termination. [N]
[N]
[N]
- (1) all Originating Access minutes of use associated with calls placed to 700 numbers, 900 numbers, and Toll Free 8YY numbers where such Toll Free traffic utilizes the Toll Free Inter-Exchange Delivery Service in Sections 14.2.9(B). [T]
[N]
[N]
- (2) all Originating Access minutes of use originating from a wireless carrier's Mobile Telephone Switching Offices (MTSOs) including any MTSO owned by the Company. [T]
[N] [L]
- 14.2.9 **Other Rate Categories** [N]
- (A) **Toll Free Data Base Access Service**
Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).
- (1) **Customer Identification Charge**
The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Missouri. The per query Customer Identification Charge is set forth in Section 15.1.3.6.
- (2) **Customer Delivery Charge**
The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed Toll-Free ten-digit number. The charge is assessed to the Interexchange Carrier Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Missouri. The per query Customer Delivery Charge is set forth in Section 15.1.3.6. [N]

Certain material previously appearing on this page now appears on Original Page 52.1.

Certain material now appearing on this page previously appeared on First Revised Page 48.

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

REC'D SEP 21 2001

14.2.7 Competitive Pricing Arrangements

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

14.3 Obligations of Company

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

14.3.1 Network Management

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

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

**Missouri Public
Service Commission**

14.2.7 Competitive Pricing Arrangements:

REC'D FEB 01 2000

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

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CANCELLED

OCT 21 2001
by *ISRP#52*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~January 31, 2000~~

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)**Service Commission**

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

14.4 Obligations of the Customer

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

14.4.1 Report Requirements:

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

14.4.2 Supervisory Signaling:

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
August 19, 2011
Missouri Public
Service Commission

TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001
FILED

Service Commission

REC'D FEB 01 2000

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

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

14.4 Obligations of the Customer

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

14.4.1 Report Requirements:

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

14.4.2 Supervisory Signaling:

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

CANCELLED

OCT 21 2001
By 1394 #53
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effectively: ~~January 31, 2000~~

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

MAR 07 2000

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

**Missouri Public
Service Commission**

14.4.3 Design of Switched Access Services:

REC'D FEB 01 2000

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

CANCELLED

OCT 21 2001
By *STRP #54*
Public Service Commission
MISSOURI

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~March 1, 2000~~

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

MAR 07 2000

SECTION 15 – RATES AND CHARGES**15.1 Rates for Switched Access Services**

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

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

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

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

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

15.1.1 Application of Rates**15.1.1.1 Direct Connect:**

The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and per minute of use End-Office switching charge. The monthly Entrance Facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS3, and may include a per mile rate. Entrance Facilities charges are contained in Section 12 of Company's Missouri P.S.C. Tariff No. 2. The Switched Transport Usage Rate does not apply in the Direct Connect application. [N]
[N]

15.1.1.2 Tandem Connect:

The Tandem Connect rate is assessed based on the monthly usage charges for Local End-Office Switching, Carrier Common Line, and Switched Transport usage and may include a per mile rate. [T]
[T]

15.1.2 Billing of Access Minutes: When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

SECTION 15 – RATES AND CHARGES

REC'D SEP 21 2001

15.1 Rates for Switched Access Services

Service Commission

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

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

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

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

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

15.1.1 Application of Rates

15.1.1.1 Direct Connect:

The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and per minute of use End-Office switching charge. The monthly Entrance Facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS3, and may include a per mile rate. Entrance Facilities charges are contained in Section 12 of Company's Missouri P.S.C. Tariff No. 2.

15.1.1.2 Tandem Connect:

The Tandem Connect rate is assessed based on the monthly usage charges for End-Office switching, Carrier Common Line, and Switched Transport usage.

15.1.2 Billing of Access Minutes: When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

SECTION 15 – RATES AND CHARGES

**Missouri Public
Service Commission**

15.1 Rates for Switched Access Services

REC'D FEB 01 2000

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

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

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

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

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

15.1.1 Application of Rates

15.1.1.1 Direct Connect:

The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and the monthly usage charge. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DSL or DS3, and may include a per mile rate. Entrance Facilities charges are contained in Section 12 of Company's Missouri P.S.C. Tariff No. 2.

15.1.1.2 Tandem Connect:

The Tandem Connect rate is assessed based on the monthly usage charges for End-Office switching and Switched Transport.

- 15.1.2 Billing of Access Minutes:** When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

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**Missouri Public
Service Commission**

OCT 21 2001

FILED MAR 07 2000

by 152P#55
**Public Service Commission
MISSOURI**

Issued: January 31, 2000

Effective: ~~March 2, 2000~~

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

MAR 07 2000

REC'D SEP 21 2001

SECTION 15 – RATES AND CHARGES (CONSUMER SERVICE COMMISSION)

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

15.1.3 Rates and Charges**15.1.3.1 Service Implementation****A. Installation Charge – Per Trunk**

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

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

REC'D OCT 21 2001
FILED
Service Commission

REC'D FEB 01 2000

SECTION 15 - RATES AND CHARGES (CONT'D)

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

15.1.3 Rates and Charges**15.1.3.1 Service Implementation****A. Installation Charge - Per Trunk**

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

CANCELLED

OCT 21 2001
by 1st RP#56
Public Service Commission
MISSOURI

**Missouri Public
Service Commission****FILED MAR 07 2000**

Issued: January 31, 2000

Effective: [REDACTED]

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

MAR 07 2000

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Terminating Switched Access

	<u>Per Access Minute of Use</u>
15.1.3.4.1 Local End Office Switching	Note 1 [T]
15.1.3.4.2 Carrier Common Line	\$0.000000

Note 1: See Level 3 Communications, LLC Tariff F.C.C. No. 4 at
http://www.level3.com/~media/Assets/tariffs/11_revision_fcc_switched_access_tariff.ashx.

[T]
[T]

Issued: July 1, 2014

Effective: July 31, 2014

Issued By: General Counsel - Regulatory Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

FILED
Missouri Public
Service Commission
JX-2014-0565

CANCELLED
July 29, 2017
Missouri Public
Service Commission
JX-2018-0009

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Terminating Switched Access

	<u>Per Access Minute of Use</u>
15.1.3.4.1 Local End Office Switching	\$0.005291 [R]
15.1.3.4.2 Carrier Common Line	\$0.015193

Issued: May 1, 2012

Effective: July 1, 2012

Issued By: Vice President of Public Policy
CANCELED Level 3 Communications, LLC
July 31, 2014 1025 Eldorado Boulevard
Missouri Public Broomfield, Colorado 80021
Service Commission
JX-2014-0565

Filed
Missouri Public
Service Commission
TT-2012-0317; YX-2012-0628

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Terminating Switched Access

	<u>Per Access Minute of Use</u>	
15.1.3.4.1 Local End Office Switching	\$0.008042	
15.1.3.4.2 Carrier Common Line	\$0.015193	[R]

Issued: January 12, 2012

Effective: January 13, 2012

Issued By:

CANCELLED

July 1, 2012

Missouri Public

Service Commission

TT-2012-0317; YX-2012-0628

Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021Filed
Missouri Public
Service Commission
JC-2012-0334

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Terminating Switched Access [T]

	<u>Per Access Minute of Use</u>	
15.1.3.4.1 Local End Office Switching	\$0.0080420	[I]
15.1.3.4.2 Carrier Common Line	\$0.0171978	[I]

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
January 13, 2012
Missouri Public
Service Commission
JC-2012-0334

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Missouri Public
Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating \$0.008024 (R)

15.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

-Terminating \$0.0171586 (T, R)

Issued: March 1, 2006

Effective: April 1, 2006

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

CANCELLED
December 14, 2007
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating	\$0.008184	R
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15.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

	\$0.017501	R
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Issued: February 23, 2005

Effective: April 1, 2005

Issued By:

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

April 1, 2006

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SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating	\$0.008410	R
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15.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

	\$0.017983	R
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Issued: March 5, 2004

Effective: April 4, 2004

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

SECTION 15 - RATES AND CHARGES (CONT'D)

REC'D MAR 07 2003

15.1.3.2 Change Charges (Per Order)

Per Occurrence

A.	Service Date	\$10.00
B.	Design Changes	\$25.00
C.	Expedite Charge	\$100.00

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating \$0.008414

I
|

15.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

\$0.017992

I

CANCELLED

APR 04 2004
By 4th RS 57
**Public Service Commission
MISSOURI**

Issued: March 7, 2003

Effective: April 7, 2003

Issued By:

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

**Missouri Public
Service Commission**

FILED APR 07 2003

REC'D SEP 21 2001

SECTION 15 - RATES AND CHARGES (CONT'D)

Service Commission

15.1.3.2

Change Charges (Per Order)

Per Occurrence

A.	Service Date	\$10.00
B.	Design Changes	\$25.00
C.	Expedite Charge	\$100.00

15.1.3.3

Cancellation Charges (Per Order)

\$25.00

15.1.3.4

Switched Access

15.1.3.4.1

Local End Office Switching

Per Access Minute of Use

R

-Terminating \$0.008386

15.1.3.4.2

Carrier Common Line Rates

Per Access Minute of Use

\$0.0179662

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APR 07 2003
3:05 PM
Public Service Commission
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Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

REC'D OCT 21 2001

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Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.2 Change Charges (Per Order)

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

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating \$0.00839

R

15.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

\$0.0179662

R

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OCT 21 2001

By *[Signature]*
Public Service Commission
MISSOURI

FILED

MAR 08 2001

MISSOURI
Public Service Commission

Issued: February 6, 2001

Effective: March 8, 2001

Issued By:

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

SECTION 15 - RATES AND CHARGES (CONT'D)

REC'D FEB 01 2000

15.1.3.2 Change Charges (Per Order)

Per Occurrence

A.	Service Date	\$10.00
B.	Design Changes	\$25.00
C.	Expedite Charge	\$100.00

15.1.3.3 Cancellation Charges (Per Order)

\$25.00

15.1.3.4 Switched Access

15.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating \$0.00848

15.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

\$0.01813

CANCELLED

MAR 08 2001

L₁ 151 RP57
**Public Service Commission
MISSOURI**

**Missouri Public
Service Commission**

FILED MAR 07 2000

Issued: January 31, 2000

Effective: [REDACTED]

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

MAR 07 2000

SECTION 15 – RATES AND CHARGES (CONT'D)

		<u>Per Access Minute of Use</u>	
15.1.3.5	Originating Switched Access		
15.1.3.5.1	Carrier Common Line	\$0.008385	
15.1.3.5.2	End Office Switching	\$0.0080420	
15.1.3.5.3	8XX Query ID	\$0.0031000	
15.1.3.6	Toll Free Inter-Exchange Delivery Service		
15.1.3.6.1	Tandem Switching Originating	\$0.000328	[D]
15.1.3.6.2	Tandem Termination	\$0.000053	
15.1.3.6.3	Tandem Transport	\$0.000003	
15.1.3.6.4			
15.1.3.6.5			
15.1.3.6.6			
15.1.3.6.7	8XX Query ID	\$0.0031000	
15.1.3.7	Switched Transport Usage Rates		
		<u>Access Rate Per Minute</u>	
	Switched Transport Originating	\$0.000003	
	Terminating	Note 1	[T]

Note 1: See Level 3 Communications, LLC Tariff F.C.C. No. 4 at
http://www.level3.com/~media/files/tariffs/level-3/fcc_switched_access_tariff.pdf?la=en.

[T]
[T]

Issued: July 21, 2017

Effective: July 29, 2017

Issued By: Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

FILED
Missouri Public
Service Commission
JX-2018-0009

SECTION 15 – RATES AND CHARGES (CONT'D)

		<u>Per Access Minute of Use</u>
15.1.3.5	Originating Switched Access	
15.1.3.5.1	Carrier Common Line	\$0.008385 [R]
15.1.3.5.2	End Office Switching	\$0.0080420
15.1.3.5.3	8XX Query ID	\$0.0031000
15.1.3.6	Toll Free Inter-Exchange Delivery Service	
15.1.3.6.1	Tandem Switching	\$0.000328
15.1.3.6.2	Tandem Termination	\$0.000053
15.1.3.6.3	Tandem Transport	\$0.000003
15.1.3.6.4		
15.1.3.6.5		
15.1.3.6.6		
15.1.3.6.7	8XX Query ID	\$0.0031000
15.1.3.7	Switched Transport Usage Rates	
		<u>Access Rate Per Minute</u>
	Switched Transport	
	Originating	\$0.000003
	Terminating	\$0.000003

Issued: January 12, 2012

Effective: January 13, 2012

Issued By:

Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021CANCELLED
July 29, 2017
Missouri Public
Service Commission
JX-2018-0009Filed
Missouri Public
Service Commission
JC-2012-0334

SECTION 15 – RATES AND CHARGES (CONT'D)

		<u>Per Access Minute of Use</u>
15.1.3.5	Originating Switched Access	
15.1.3.5.1	Carrier Common Line	\$0.0094842
15.1.3.5.2	End Office Switching	\$0.0080420
15.1.3.5.3	8XX Query ID	\$0.0031000
15.1.3.6	Toll Free Inter-Exchange Delivery Service	
15.1.3.6.1	Tandem Switching	\$0.000328[R]
15.1.3.6.2	Tandem Termination	\$0.000053[I]
15.1.3.6.3	Tandem Transport	\$0.000003[R]
15.1.3.6.4		[D]
15.1.3.6.5		[D]
15.1.3.6.6		[D]
15.1.3.6.7	8XX Query ID	\$0.0031000
15.1.3.7	Switched Transport Usage Rates	
		<u>Access Rate Per Minute</u>
	Switched Transport	
	Originating	\$0.000003[R]
	Terminating	\$0.000003[R]
		[D]
		[D]
		[D]

Issued: March 30, 2011

Effective: ~~April 29, 2011~~
August 19, 2011

Issued By: Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
January 13, 2012
Missouri Public
Service Commission
JC-2012-0334

FILED
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

SECTION 15 – RATES AND CHARGES (CONT'D)

		<u>Per Access Minute of Use</u>	[N]
15.1.3.5	Originating Switched Access		
15.1.3.5.1	Carrier Common Line	\$0.0094842	
15.1.3.5.2	End Office Switching	\$0.0080420	
15.1.3.5.3	8XX Query ID	\$0.0031000	
15.1.3.6	Toll Free Inter-Exchange Delivery Service		
15.1.3.6.1	Tandem Switching	\$0.0080420	
15.1.3.6.2	Tandem Termination	\$0.0000000	
15.1.3.6.3	Tandem Transport (0 – 1 Miles)	\$0.0048110	
15.1.3.6.4	Tandem Transport (1 – 25 Miles)	\$0.0073170	
15.1.3.6.5	Tandem Transport (25 – 50 Miles)	\$0.0154350	
15.1.3.6.6	Tandem Transport (50 + Miles)	\$0.0259590	
15.1.3.6.7	8XX Query ID	\$0.0031000	[N]
15.1.3.7	Switched Transport Usage Rates		[T]
		<u>Access Rate Per Minute</u>	
	Switched Transport (0 – 1 Mile)		[C]
	Originating	\$0.0048110	
	Terminating	\$0.0048110	
	Switched Transport (1 – 25 Miles)		[N]
	Originating	\$0.0073170	
	Terminating	\$0.0073170	
	Switched Transport (25 – 50 Miles)		
	Originating	\$0.0154350	
	Terminating	\$0.0154350	
	Switched Transport (50 + Miles)		
	Originating	\$0.0259590	
	Terminating	\$0.0259590	[N]

Certain material previously appearing on this page now appears on Second Revised Page 59.

Issued: August 28, 2007

~~Effective: September 27, 2007~~
should be Effective: December 14, 2007

Issued By: William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.4.3 Switched Transport Usage Rates

	<u>Access Rate Per Minute</u>	
-Switched Transport	\$0.007300	(I), (T)

15.1.3.4.4 Direct-Trunked Transport

Monthly Recurring Rate

<u>Fixed</u>	<u>Per Mile</u>
--------------	-----------------

-DS0	
------	--

N/A	N/A
-----	-----

-DS1	
------	--

\$40	\$6.04
------	--------

-DS3	
------	--

\$650	\$60
-------	------

Issued: March 1, 2006

Effective: April 1, 2006

Issued By:

Thomas C. Stortz, Group Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021CANCELLED
December 14, 2007
Missouri Public
Service Commission**Filed**
Missouri Public
Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.3.4.3 Switched Transport Usage Rates

Access Rate Per Minute

-Local Transport	\$0.000	R
------------------	---------	---

15.1.3.4.4 Direct-Trunked Transport

Monthly Recurring Rate

<u>Fixed</u>	<u>Per Mile</u>	T
-DS0		
N/A	N/A	I
-DS1		
\$40	\$6.04	I
-DS3		
\$650	\$60	

Issued: March 7, 2003

Effective: April 7, 2003

Issued By:

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

Cancelled

April 1, 2006

Missouri Public
Service Commission**Filed**Missouri Public
Service Commission

REC'D SEP 21 2001

First Revised Page 58

Replaces Original Page 58

SECTION 15 - RATES AND CHARGES (CONT'D)

15.1.3.4.3 **Service Commission**
Switched Transport Usage Rates

Access Rate Per Minute

-Local Transport \$0.0050

15.1.3.4.4 Direct-Trunked Transport

Monthly Recurring Rate

Fixed Per Mile

-DS0

N/A

N/A

-DS1

\$40

\$6.04

-DS3

\$650

\$60

T

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CANCELLED

APR 07 2003
2nd RS 58
Public Service Commission
MISSOURI

Issued: September 21, 2001

Effective: October 21, 2001

Issued By:

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

Missouri Public

REC'D OCT 21 2001

FILED

Service Commission

REC'D FEB 01 2000 Original Page 58

SECTION 15 - RATES AND CHARGES (CONT'D)

15.1.3.4.3 Switched Transport Usage Rates

Access Rate Per Minute

-Local Transport	\$0.0050
------------------	----------

15.1.3.4.4 Direct-Trunked Transport

Monthly Recurring Rate

<u>Fixed</u>	<u>Per Mile</u>
--------------	-----------------

-DS0	
------	--

\$0	\$0
-----	-----

-DS1	
------	--

\$0	\$0
-----	-----

-DS3	
------	--

\$0	\$0
-----	-----

CANCELLED

OCT 21 2001
By *1st RP #58*
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: ~~January 31, 2000~~

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

MAR 07 2000

SECTION 15 – RATES AND CHARGES (CONT'D)

		<u>Access Rate Per Minute</u>
15.1.3.8	Switched Termination	
	Originating	\$0.000053
	Terminating	\$0.000053

15.1.3.9	Direct-Trunked Transport	
	Monthly Recurring Rate	
	<u>Fixed</u>	<u>Per Mile</u>
-DS0	N/A	N/A
-DS1	\$40	\$6.04
-DS3	\$650	\$60

15.1.3.10 Entrance Facilities, DS1 Switch Port, Multiplexing*

Rates are on a Special Construction Basis

*The amount to be charged for these services will not exceed the then current rate charged by the incumbent local exchange carrier in accordance RSMO sec. 392.361(6).

15.1.3.11 Interstate Rates Applicable to VoIP-PSTN Traffic

	<u>Per Minute of Use</u>
Carrier Common Line	\$0.000000
Common Trunk Port	Note 1
Local Switching	Note 1
Tandem Switched Facility	\$0.000003
Tandem Switched Termination	\$0.000053
Tandem Switching	\$0.000288
Tandem Switching Multiplexing	\$0.000047
Tandem Switched Facility Transit	\$0.000003
Tandem Switched Termination Transit	\$0.000053
Tandem Switching Transit	\$0.000288
800 Database Query	\$0.002531

(T)

(T)

*Certain material formerly appearing on this page, now appears on Original Page 59.1.

Note 1: See Level 3 Communications, LLC Tariff F.C.C. No. 4 at
http://www.level3.com/~media/Assets/tariffs/11_revision_fcc_switched_access_tariff.ashx.

(T)

(T)

Issued: July 1, 2014

Effective: July 31, 2014

Issued By: General Counsel - Regulatory Policy
 Level 3 Communications, LLC
 1025 Eldorado Boulevard
 Broomfield, Colorado 80021

FILED
Missouri Public
Service Commission
JX-2014-0565

CANCELLED
July 29, 2017
Missouri Public
Service Commission
JX-2018-0009

Should be 4th Revised Page 59

~~Sixth Revised Page 59~~

Replaces 3rd Revised Page 59

Replaces ~~Fifth Revised Page 59~~**SECTION 15 – RATES AND CHARGES (CONT'D)**

		<u>Access Rate Per Minute</u>
15.1.3.8	Switched Termination	
	Originating	\$0.000053 [I]
	Terminating	\$0.000053 [I]

15.1.3.9	Direct-Trunked Transport	
	Monthly Recurring Rate	
	<u>Fixed</u>	<u>Per Mile</u>
-DS0	N/A	N/A
-DS1	\$40	\$6.04
-DS3	\$650	\$60

15.1.3.10 Entrance Facilities, DS1 Switch Port, Multiplexing*

Rates are on a Special Construction Basis

*The amount to be charged for these services will not exceed the then current rate charged by the incumbent local exchange carrier in accordance RSMO sec. 392.361(6).

15.1.3.11 Interstate Rates Applicable to VoIP-PSTN Traffic

	<u>Per Minute of Use</u>
Carrier Common Line	\$0.000000
Common Trunk Port	\$0.000900
Local Switching	\$0.002563
Tandem Switched Facility	\$0.000003
Tandem Switched Termination	\$0.000053
Tandem Switching	\$0.000288
Tandem Switching Multiplexing	\$0.000047
Tandem Switched Facility Transit	\$0.000003
Tandem Switched Termination Transit	\$0.000053
Tandem Switching Transit	\$0.000288
800 Database Query	\$0.002531

(N)

(N)

*Certain material formerly appearing on this page, now appears on Original Page 59.1.

Issued: January 19, 2012

Effective: February 18, 2012

Issued By: Vice President of Public Policy
CANCELED
 July 31, 2014
 Missouri Public
 Service Commission
 JX-2014-0565

Vice President of Public Policy
 Level 3 Communications, LLC
 1025 Eldorado Boulevard
 Broomfield, Colorado 80021

FILED
 Missouri Public
 Service Commission
 JC-2012-0346

SECTION 15 – RATES AND CHARGES (CONT'D)

		<u>Access Rate Per Minute</u>
15.1.3.8	Switched Termination	
	Originating	\$0.000053 [I]
	Terminating	\$0.000053 [I]
15.1.3.9	Direct-Trunked Transport	
	Monthly Recurring Rate	
	<u>Fixed</u>	<u>Per Mile</u>
-DS0	N/A	N/A
-DS1	\$40	\$6.04
-DS3	\$650	\$60

15.1.3.10 Entrance Facilities, DS1 Switch Port, Multiplexing*

Rates are on a Special Construction Basis

* The amount to be charged for these services will comply with RSMO Sec. 392.361.6.

[N]

15.1.4 Application of rates for Local Connect Switched Access Service, Tandem Connect Switched Access Service, and Third-Party Tandem Connect Switched Access Service**15.1.4.1 – Rates Applicable To Local Connect Service****15.1.4.1.1 Entrance Facility/Direct Trunked Transport**

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

The Direct Trunked Transport rate shall be applied per DS1-level, DS-3 level, or higher-level connection (for states in which multiple data rate options are available), at the appropriate per-month and per-mile rate(s) specified in Section 15.1.3.9 of this tariff. The Per Mile amounts shall be charged monthly and shall be calculated based on the distance between the Customer's premises and the Company local switch to which the Customer seeks to connect, calculated in accordance with Section 10 of this Tariff.

15.1.4.1.2 Multiplexing

The Company's network normally requires traffic delivered to its switches at the DS1 level. If a Customer chooses to obtain mutliplexing/demultiplexing services to convert DS3 to DS1 level signaling, the Customer may obtain that service from the Company at the rates stated in Section 15. These rates apply per minute of traffic multiplexed or demultiplexed. If multiplexing between other data rates is required, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

[N]

Certain material previously appearing on this page now appears on Original Page 59.3.

Issued: March 30, 2011

Effective: ~~April 29, 2011~~

August 19, 2011

Issued By: Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELED
February 18, 2012
Missouri Public
Service Commission
JC-2012-0346

FILED
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

~~should be 2nd Revised Page 59~~~~Fourth Revised Page 59~~~~Replaces 1st Revised Page 59~~~~Replaces Third Revised Page 59~~**SECTION 15 – RATES AND CHARGES (CONT'D)**

15.1.3.8	Switched Termination	<u>Access Rate Per Minute</u>		[N]
		Originating	\$0.0000000	[N]
	Terminating	\$0.0000000		[N]
15.1.3.9	Direct-Trunked Transport			[T] [L]
	Monthly Recurring Rate			
	<u>Fixed</u>		<u>Per Mile</u>	
	-DS0			
	N/A		N/A	
	-DS1			
	\$40		\$6.04	
	-DS3			
	\$650		\$60	[L]

15.2 Non-routine Installation/Maintenance Charges

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

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

15.3 Individual Case Basis Arrangements

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

Certain material now appearing on this page previously appeared on Third Revised Page 58.

Issued: August 28, 2007

~~Effective: September 27, 2007~~

~~should be Effective: December 14, 2007~~

Issued By:

William P. Hunt, III, Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

CANCELLED
August 19, 2011
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488

FILED
Missouri Public
Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

REC'D SEP 21 2001

15.2 Non-routine Installation/Maintenance Charges Service Commission

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

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

15.3 Individual Case Basis Arrangements

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

Issued: September 21, 2001

Effective: October 21, 2001

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

Missouri Public

CANCELLED
December 14, 2007
Missouri Public
Service Commission

REC'D OCT 21 2001
FILED
Service Commission

SECTION 15 – RATES AND CHARGES (CONT'D)

REC'D FEB 01 2000

15.2 Non-routine Installation/Maintenance Charges

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

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

15.3 Individual Case Basis Arrangements

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

CANCELLED

OCT 21 2001
by 15RPS9
Public Service Commission
MISSOURI

Missouri Public
Service Commission

FILED MAR 07 2000

Issued: January 31, 2000

Effective: March 2, 2000

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

MAR 07 2000

SECTION 15 – RATES AND CHARGES (CONT'D)**15.1.4.1.3 Switch Ports**

[N]

For each DS1 port on the relevant Company local switch, the per-minute port charge specified in Section 15 of this Tariff shall apply to each originating and terminating minute of use.

15.1.4.1.4 Per-Minute End Office Rates

For each originating minute of use a Customer receives from a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.5.2 shall apply. For each terminating minute of use a Customer send to a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each originating and each terminating minute of use, the per-minute-of-use port charges as specified there shall also apply as stated in Section 15, above.

15.1.4.1.5 Database Query Rates

To the extent that End Users originate toll free calls that are routed via Local Connect Service, the Company shall impose the charges stated in Section 15.1.3.6.7, above.

15.1.4.2 – Rates Applicable To Tandem Connect Service**15.1.4.2.1 Entrance Facility/Direct Trunked Transport**

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

Subject to Section 15.1.1, preceding, The Direct Trunked Transport rate shall be applied per DS1-level, DS-3 level, or higher-level connection (for states in which multiple data rate options are available), at the appropriate per-month and per-mile rate(s) specified in Section 15.1.3.9 of this tariff. The Per Mile amounts shall be charged monthly and shall be calculated based on the distance between the Customer's premises and the Company tandem switch to which the Customer seeks to connect, calculated in accordance with Section 10 of this Tariff.

15.1.4.2.2 Multiplexing

The Company's network normally requires traffic delivered to its switches at the DS1 level. If a Customer chooses to obtain multiplexing/demultiplexing services to convert DS3 to DS1 level signaling, the Customer may obtain that service from the Company at the rates stated in Section 15. These rates apply per minute of traffic multiplexed or demultiplexed. If multiplexing between other data rates is required, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

[N]

Issued: March 30, 2011

Effective: ~~April 29, 2011~~
August 19, 2011

Issued By: Vice President of Public Policy
CANCELED Level 3 Communications, LLC
February 18, 2012 1025 Eldorado Boulevard
Missouri Public Broomfield, Colorado 80021
Service Commission
JC-2012-0346

FILED
Missouri Public
Service Commission
TT-2011-0324; JX-2011-0488