



Karen M. Hyde
Legal Assistant
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March 22, 2012

VIA Electronic Filing

Docketing Division
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, Ohio 43215-3793

RE: Level 3 Communications, LLC – Revisions to P.U.C.O. Tariff No. 2

The following pages are submitted for filing with your Commission on behalf of Level 3 Communications, LLC. This revision is being filed to comply with the Federal Communications Commission's 2011 Report and Order, FCC 11-161 (in Docket Nos. 07-135, 01-92 et al., released November 18, 2011) directing the filing of tariffs.

In specific the filing includes the following revised pages:

9th Revised Page 1	Original Page 19.1
3rd Revised Page 6	Original Page 19.2
Original Page 6.1	Original Page 19.3
3 rd Revised Page 7	2 nd Revised Page 26
2 nd Revised Page 19	Original Page 26.1

These revisions are scheduled to become effective on April 23, 2012.

If you have any questions or concerns regarding this filing, you may contact me at 724-743-9719 or at karen.hyde@Level3.com.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Hyde".

Karen M. Hyde
Legal Department

Enclosure

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM
(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Level 3) TRF Docket No. 90-_____
Communications, LLC to comply with the Federal) Case No. ____ - ____ - **TP** - ____
Communications Commission's Report and Order, FCC) **NOTE: Unless you have reserved a Case #, leave the "Case No" fields**
11-161, directing the filing of tariffs.) **BLANK.**

Name of Registrant(s) Level 3 Communications, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 1025 Eldorado Boulevard, Broomfield, CO 80021

Company Web Address www.level3.com

Regulatory Contact Person(s) Scott Seab Phone 720-888-3942 Fax 720-888-5134

Regulatory Contact Person's Email Address Scott.Seab@Level3.com

Contact Person for Annual Report _____ Phone _____

Address (if different from above) _____

Consumer Contact Information _____ Phone _____

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input checked="" type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Level 3 Communications, LLC, and am authorized to make this statement on its behalf.

Karen M. Hyde
(Name)

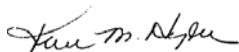
Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 3/22/12 at (Location) Canonsburg, PA




*(Signature and Title) Regulatory Paralegal (Date) 3/22/12

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Karen M. Hyde verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)  - Regulatory Paralegal

(Date) 3/22/12

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s).
Original and revised pages as named below comprise all changes from the original tariff and are currently
in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1*	8th Revised	29	1st Revised	52.2	Original
2	1st Revised	30	2nd Revised	53	3rd Revised
3	2nd Revised	31	1st Revised	54	3rd Revised
4	1st Revised	32	1st Revised	55	4th Revised
5	1st Revised	33	1st Revised	56	2nd Revised
6	2nd Revised	34	1st Revised	57	5th Revised
7	2nd Revised	35	2nd Revised	58	6th Revised
8	2nd Revised	36	2nd Revised	58.1*	2nd Revised
9	2nd Revised	37	1st Revised	58.2	1 st Revised
10	1st Revised	38	2nd Revised	58.3	Original
11	1st Revised	39	2nd Revised	58.4	Original
12	1st Revised	40	2nd Revised	59	1st Revised
13	1st Revised	41	1st Revised	60	Original
14	1st Revised	42	1st Revised	61	Original
15	1st Revised	43	1st Revised	62	Original
16	1st Revised	44	2nd Revised	63	Original
17	1st Revised	45	2nd Revised		
18	2nd Revised	46	2nd Revised		
19	1st Revised	47	2nd Revised		
20	1st Revised	48	3rd Revised		
21	2 nd Revised	49	3rd Revised		
22	2nd Revised	50	3rd Revised		
23	1st Revised	50.1	Original		
24	1st Revised	50.2	Original		
25	1st Revised	50.3	Original		
26	1st Revised	51	3rd Revised		
27	2 nd Revised	52	3rd Revised		
28	2nd Revised	52.1	Original		

Issued: November 4, 2011

Effective: December 5, 2011

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

Case No. 11-5635-TP-ATA

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.

Carrier Common Line: 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. (N)
(N)
(N)

Commission: Ohio Public Utilities Commission

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

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

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

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

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

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

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

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

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

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

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, but is not limited to, Local Switching, Common Transport, and Carrier Common Line.

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.

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.

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 or, in the absence of an Access Service Request PIU, the Company will set the projected PIU on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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

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

Issued By:

Case No. 98-1160-TP-ACE
Thomas C. Stortz, Group Vice President and General Counsel
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

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 Commission.

EXHIBIT B

CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s).
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<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1*	9th Revised	26*	2nd Revised	50.3	Original
2	1st Revised	26.1*	Original	51	3rd Revised
3	2nd Revised	27	2 nd Revised	52	3rd Revised
4	1st Revised	28	2nd Revised	52.1	Original
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6.1*	Original	31	1st Revised	54	3rd Revised
7*	3rd Revised	32	1st Revised	55	4th Revised
8	2nd Revised	33	1st Revised	56	2nd Revised
9	2nd Revised	34	1st Revised	57	5th Revised
10	1st Revised	35	2nd Revised	58	6th Revised
11	1st Revised	36	2nd Revised	58.1	2nd Revised
12	1st Revised	37	1st Revised	58.2	1 st Revised
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19*	2nd Revised	44	2nd Revised	63	Original
19.1*	Original	45	2nd Revised		
19.2*	Original	46	2nd Revised		
19.3*	Original	47	2nd Revised		
20	1st Revised	48	3rd Revised		
21	2 nd Revised	49	3rd Revised		
22	2nd Revised	50	3rd Revised		
23	1st Revised	50.1	Original		
24	1st Revised	50.2	Original		
25	1st Revised				

Issued: March 23, 2012

Effective: April 23, 2012

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

Case No.

SECTION 1 - DEFINITION OF TERMS

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Carrier Common Line: 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.

Commission: Ohio Public Utilities Commission

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

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

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

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

End Office Access Service: For the purpose of this tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery of such traffic to or from the called party's premise; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access services. End Office Access Service rate elements for Company includes any functionally equivalent access service. (4) The origination and termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

[N]

[N]

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.

Certain material previously appearing on this page now appears on Original Page 6.1.

Issued: March 23, 2012

Effective: April 23, 2012

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

Case No.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

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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.

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.

Certain material now appearing on this page previously appeared on 2nd Revise Page 6 and 2nd Revised Page 7.

Issued: March 23, 2012

Effective: April 23, 2012

Issued By: Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
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SECTION 1 - DEFINITION OF TERMS (CONT'D)

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, but is not limited to, Local Switching, Common Transport, and Carrier Common Line.

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.

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.

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

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Certain material previously appearing on this page now appears on Original Page 6.1.

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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 or, in the absence of an Access Service Request PIU, the Company will set the projected PIU on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- 3.4.6 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.

- 3.4.6 Identification and Rating of VoIP-PSTN Traffic

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 the Company's Tariff F.C.C. No. 4. This section of the tariff does not preclude carriers from negotiating different rates, terms and conditions governing compensation for toll VoIP-PSTN traffic. This tariff does not supersede rates, term and conditions governing compensation for toll VoIP-PSTN traffic in existing interconnection agreements. Rates, term and conditions governing compensation for toll VoIP-PSTN traffic in this tariff apply prospectively.

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

[N]

Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied by applying a Percent VoIP Usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the Customer. The PVU will be derived and applied as follows:

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

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

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

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

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

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

[N]

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

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

Initial Implementation of PVU Factors

- a. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented the Company will adjust the Customer's bills to reflect the applicable PVU factor retroactively to December 29, 2011. If the Company receives a PVU-A from the Customer prior to April 15, 2012, it will apply that PVU-A pursuant to the formula contained herein retroactive to December 29, 2011. If the Company does not receive a PVU-A prior to April 15, 2012, it will apply the default PVU retroactive to December 29, 2011 and will apply the PVU-A beginning on the next billing period following the Company's receipt of the PVU-A.
- b. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

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

[N]

PVU Factor Update

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

PVU Factor Verification

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

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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
- (1) The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.
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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**4.9 Disputed Bills (Cont'd)**

[N]

- (2) The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:
 - A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
 - The account number under which the bill was rendered;
 - The date of the bill;
 - The invoice number;
 - The exact dollar amount in dispute;
 - The universal service order code(s)(USOCs) and/or rate element associated with the service;
 - Details sufficient to identify the specific amount(s) and item(s) in dispute;
 - The name of the person initiating the Customer's dispute;
- (3) The Customer shall provide additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.
- (4) The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.
- (5) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 4.2.6 preceding.

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EXHIBIT C

This revision is being filed to comply with the Federal Communications Commission's 2011 Report and Order, FCC 11-161 (in Docket Nos. 07-135, 01-92 et al., released November 18, 2011) directing the filing of tariffs.

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Summary: Tariff Tariff Filing to comply with FCC Order electronically filed by Karen M Hyde on behalf of Level 3 Communications, LLC