

CHECK SHEET

Current pages in this tariff are as follows:

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1*	22nd Revised	26*	3rd Revised	53	4th Revised
2	1 <sup>st</sup> Revised	26.1*	Original	54	3rd Revised
3	3rd Revised	27	2nd Revised	55	6th Revised
4	1 <sup>st</sup> Revised	28	2nd Revised	56	2nd Revised
5	1 <sup>st</sup> Revised	29	1 <sup>st</sup> Revised	57	6th Revised
6	3rd Revised	30	3rd Revised	58	9 <sup>th</sup> Revised
6.1*	1 <sup>st</sup> Revised	31	1 <sup>st</sup> Revised	59	9th Revised
6.2*	Original	32	1 <sup>st</sup> Revised	60	11th Revised
7*	2nd Revised	33	1 <sup>st</sup> Revised	61	11th Revised
7.1*	1 <sup>st</sup> Revised	34	1 <sup>st</sup> Revised	62	9th Revised
8	2nd Revised	35	2nd Revised	63	11th Revised
9	2nd Revised	36	2nd Revised	64	13 <sup>th</sup> Revised
10	1 <sup>st</sup> Revised	37	2nd Revised	65	9 <sup>th</sup> Revised
11	1 <sup>st</sup> Revised	38	2nd Revised	66	8th Revised
12	1 <sup>st</sup> Revised	39	2nd Revised	67	8th Revised
13	1 <sup>st</sup> Revised	40	2nd Revised	68	10th Revised
14	1 <sup>st</sup> Revised	41	2nd Revised	69	10 <sup>th</sup> Revised
15	1 <sup>st</sup> Revised	42	1 <sup>st</sup> Revised	70	9th Revised
16	1 <sup>st</sup> Revised	43	1 <sup>st</sup> Revised	71	9th Revised
17	1 <sup>st</sup> Revised	44	2nd Revised	72	8th Revised
18	1st Revised	45	3rd Revised	73	9th Revised
19*	2nd Revised	46	2nd Revised	74	11th Revised
19.1*	Original	47	1 <sup>st</sup> Revised	75	12th Revised
19.2*	Original	48	1 <sup>st</sup> Revised	76	9th Revised
20	2nd Revised	49	3rd Revised	77	10th Revised
21	3rd Revised	50	3rd Revised	78	9th Revised
21.1	Original	50.1	2nd Revised	79	8th Revised
21.2	1 <sup>st</sup> Revised	50.2	2nd Revised	80	8th Revised
21.3	Original	50.3	Original	81	8th Revised
21.4	1 <sup>st</sup> Revised	51	3rd Revised	82	8th Revised
22	3rd Revised	52	5th Revised	83	7th Revised
23	2nd Revised	52.1	3rd Revised	84	6th Revised
24	2nd Revised	52.2	1 <sup>st</sup> Revised	85	4th Revised
25	2 <sup>nd</sup> Revised	52.3	1 <sup>st</sup> Revised	86	2nd Revised
				87	Original

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

End Office: The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility (ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office."

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 premises; (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]

End User: For purposes of this Tariff, the term "End User" means any person, corporation, partnership, or any other entity that purchases a service or facility from a Local Exchange Carrier (including the Company) that has one or more North American Numbering Plan numbers associated with the service, which numbers are listed in the database of the Number Portability Administration Center as assigned to the Local Exchange Carrier, and which are used to switch traffic to and/or from the service. By way of example and not limitation, an End User may include an individual, a small or medium-sized business, a business that purchases connection(s) for a PBX or functionally equivalent or analogous equipment, a dial-up Internet Service Provider, and/or a provider of interconnected VoIP service (as that term is defined in the Commission's rules) that obtains its Connection to the PSTN from the Local Exchange Carrier.

[N]

Entrance Facility: The term "Entrance Facility" refers to any service or arrangement provided by the Company that, in the context of the Company's network configuration, is functionally equivalent to facilities and/or services normally referred to as "entrance facilities" when purchased in connection with switched access services provided by an incumbent local exchange carrier. The term generally refers to transport from the Customer's point of demarcation to the Serving Wire Center (or functionally equivalent facility/location on the Company's network). Depending on the specific arrangements provided to a customer, an Entrance Facility may consist of a connection between the Customer's location and a Company tandem switch. Under this Tariff an Entrance Facility will normally be purchased in connection with Direct Trunked Transport.

Certain material previously appearing on this page now appears on Original Page 6.2.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

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

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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 Judgment 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.

Line or Trunk: a transmission medium for communications, including but not limited to radio, satellite, wire, cable and optical fiber, including associated electronic or other equipment used to permit such medium to function.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

Local Switch, Local Switching: "Local Switching" refers to any service or arrangement provided by the Company that is functionally equivalent to facilities and/or services normally referred to as "local switching" when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to Switching performed by a Local Exchange Carrier (including, without limitation, the Company) that routes traffic between an End User's Connection to the PSTN and either (a) a Customer's network (including by means of Company-provided connections between a Company Switch and the Customer's network) or (b) a Tandem Switch provided by the Company or a third party.

Loop: Lines, trunks, or other facilities connected to an End Office Switch that are used to provide a Connection to the PSTN.

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.

PSTN: The public switched telephone network, sometimes referred to as the public switched network, consisting of the networks of all carriers that are interconnected with each other, directly or indirectly, and that route telephone calls to and from their entry and exit points on the network on the basis of 10-digit telephone numbers of the form NPA-NXX-XXXX.

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 Third-Party 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.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

Serving Wire Center: A facility or location on the Company’s network that is capable of providing service to Customers in the geographic area in which a Customer’s point of demarcation is located. The term is intended to include all locations on the Company’s network that perform the functional equivalent of the functions performed by an incumbent local exchange carrier’s serving wire center.

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

Switch, Switching, Switched: The term “switching” refers to any technical means by which a communication is directed from an origination point or input source onwards towards a destination or output location. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A “switch” is a device, software, or any technical arrangement that performs or accomplishes switching. A communication is “switched” when it passes through a switch. By way of example but not limitation, any device which determines how to route calls based on the digits of a telephone number within the North American Numbering Plan is a “switch.”

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

Tandem Switching: The term “Tandem Switching” refers to any service or arrangement provided by the Company that, in the context of the Company’s network configuration, is functionally equivalent to facilities and/or services normally referred to as “tandem switching” when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to Switching performed by a Local Exchange Carrier (including, without limitation, the Company) that routes traffic between an End Office and a Customer, or between two End Offices.

Tandem Switched Transport: The term “Tandem Switched Transport” refers to any service or arrangement provided by the Company that, in the context of the Company’s network configuration, is functionally equivalent to facilities and/or services normally referred to as “tandem switched transport” when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to the service involved in transmitting traffic to or from a Customer between the Serving Wire Center an End Office Switch or between the End Office Switch and a Tandem Switch.

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

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

Trunk: See Line.

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

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**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.

- 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.

[N]

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

[N]

Calculation and Application of Percent-VoIP- Usage Factors (Cont'd)

- 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.
- f. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
- g. The Company shall use default factors until such time as Customer supplies such factors. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

3.4.7 The preceding section 3.4.6 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.

3.4.8 Initial Implementation of PVU Factors

- a. If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the Customer's bills to reflect the PVU factors prospectively in the next bill period if the PVU factors are provided by the Customer to the Company prior to April 15, 2012.
- 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.

3.4.9 PVU Factor Update

The Customer may update the PVU factors quarterly using the method set forth in 3.4.6.1.c, preceding. 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, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The

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

[N]

## 3.4.9 (Cont'd)

revised PVU factors 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 factors. No prorating or back billing will be done based on the updated PVU factors.

## 3.4.10. PVU Factor Verification

- a. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- b. The Company may dispute the Customer's PVU factor based upon:
  - A review of the requested data and information provided by the Customer,
  - The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.
  - A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- c. If after review of the data and information, the Customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.
- d. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
  - In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
  - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
  - The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
  - If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

[N]

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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 Customers in accordance with applicable tax laws. 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. [T]  
Unless such notice is received within 90 days (commencing 5 days after such bills have [T]  
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. [N]  
[N]

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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;
  - 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.
- (3) 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.
- (4) 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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