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TRANSMITTAL NO. 8

**CHECK SHEET**

Sections I. to XXV. inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below are in effect on the date indicated.

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2	2 <sup>nd*</sup>			38	Original
3	6 <sup>th*</sup>	<b>Section III</b>	Original	39	Original
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7	3 <sup>rd</sup>	4	Original	43	Original
8	1 <sup>st*</sup>	5	Original	44	1 <sup>st*</sup>
9	Original	6	Original	45	Original
10	Original	7	Original	46	1 <sup>st*</sup>
11	Original	8	Original	47	1 <sup>st*</sup>
12	Original	9	Original	48	Original
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26	Original	23	Original	62	1 <sup>st*</sup>
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32	Original	29	Original	68	1 <sup>st*</sup>
		30	Original	69	1 <sup>st*</sup>
		31	Original	70	Original
		32	Original	71	Original
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80	Original	<b>Section V</b>		43	Original
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86	Original	6	Original	49	Original
87	Original	7	Original	50	Original
88	Original	8	Original	51	Original
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90	Original	10	Original	53	Original
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95	Original	15	Original	58	Original
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<b>Section IV</b>					
1	Original	20	Original	63	Original
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10	Original	29	Original	72	Original
11	Original	30	Original	73	Original
12	Original	31	Original	74	Original
13	Original	32	Original	75	Original
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16	Original	35	Original	78	Original
17	Original	36	Original	79	Original
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<b>Section XXIII</b>					
1	1 <sup>st</sup> *				
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<b>Section XXV</b>	Original				
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The following technical publications are referenced in this tariff and may be obtained from International Telecommunications Union (ITU), Place des Nations, CH-1211, Geneva 20, Switzerland or on the Internet at [www.itu.int.net](http://www.itu.int.net).

Optical Interfaces for Multichannel Systems with Optical Amplifiers, ITU-T G.692  
Issued: October 1998, Amendment 1 January 2005

Optical Transport Network Physical Layer Interfaces, ITU-T G.959.1  
Issued: December 2003

The following technical publication is referenced in this tariff and may be obtained from ZiPLY Fiber (T) Carrier Services, 180 South Clinton Avenue, Rochester, NY 14646.

Technical Memorandum for Incidental InterLATA Call Management Signaling Service associated with the Verizon FCC Short Term Notice of Network Change  
Issued: March 2007

The following technical publication is referenced in this tariff and may be obtained from Telcordia Routing Administration, 8 Corporate Place PYA 3N-141, Piscataway, NJ 08854-4156, 1(866) 672-4156.

The Local Exchange Routing Guide (LERG)  
Issued: August 1, 2009, and as issued from time to time

The following publication is referenced in this tariff and may be obtained from the COMM 2000, 1414 Brook Drive, Downers Grove, IL 60515 (888)-UL33503 or on the Internet at [www.comm-2000.com](http://www.comm-2000.com).

UL 94, Edition 5 Issued: October 1996

The following technical publication is referenced in this tariff and may be obtained from the Telecommunications Industry Association, 2500 Wilson Blvd., Suite 300, Arlington, VA 22201.

Electrical Performance for Television Transmission Systems (EIA/TIA-250-C)  
Issued: February 1990

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ISSUED: AUGUST 3, 2021  
ISSUED BY ZIPLY FIBER TELEPHONE COMPANIES  
BY JESSICA EPLEY, REGULATORY & EXTERNAL AFFAIRS DIRECTOR

EFFECTIVE: AUGUST 18, 2021

### III. GENERAL REGULATIONS

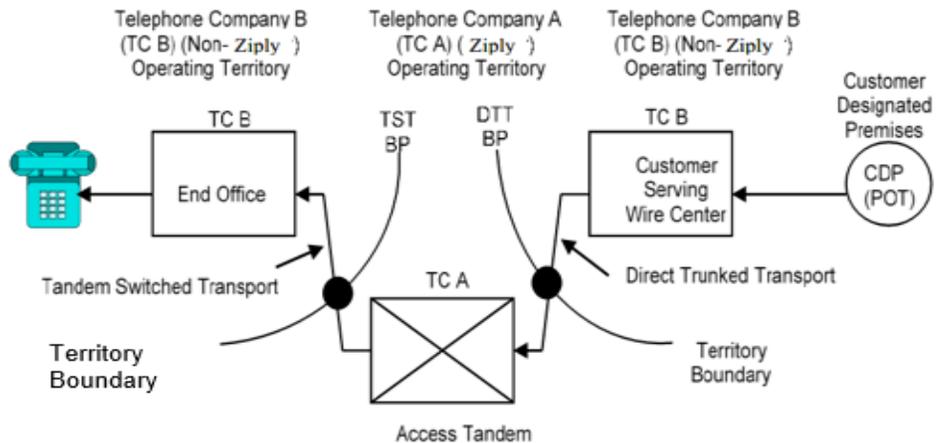
<p>(3) For Switched Access Tandem-Switched Transport; 1.) multiply the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each Telephone Company as set forth in (2), times the Tandem-Switched Transport - Facility rate; 2.) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations. When Terminating Tandem Switched Transport is provided through a ZiPLY Fiber Telephone ILEC access Tandem and the Terminating End Office is not owned by a ZiPLY Fiber Telephone ILEC Company or through an ILEC Access Tandem not owned by a ZiPLY Fiber Telephone ILEC Company and the Terminating End Office is owned by a ZiPLY Fiber Telephone ILEC Company, Terminating – Tandem 3<sup>rd</sup> Party rates are applicable, otherwise Terminating – Tandem End Office rates are applicable. When originating Tandem Switched Transport is provided, Originating rates are applicable.</p>	<p>(T) (T) (T) (T)</p>
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### III. GENERAL REGULATIONS

Example 2: Terminating Switched Access – Tandem 3<sup>rd</sup> Party  
 (See Diagram 2A and 2B)

- Feature Group D Switched Access is ordered to End Office.
- Terminating Access Tandem is owned by Ziplly Fiber Telephone ILEC Companies (TC-A) and End Office is owned by a non-Ziplly Fiber Telephone Company (TC – B). (T)
- Assumptions:
  - <sup>3</sup>TC-A Direct Trunk Transport BP = 40%
  - <sup>3</sup>TC-B Direct Trunk Transport BP = 60%
  - Direct Trunk Transport mileage = 26 mi.
  - TC-A Tandem Switched Transport BP = 20%
  - TC-B Tandem Switched Transport BP = 80%
  - Tandem Switched Transport mileage = 23 mi.
- Diagram 2A



<sup>3</sup> Where applicable see Diagram 2A.

### III. GENERAL REGULATIONS

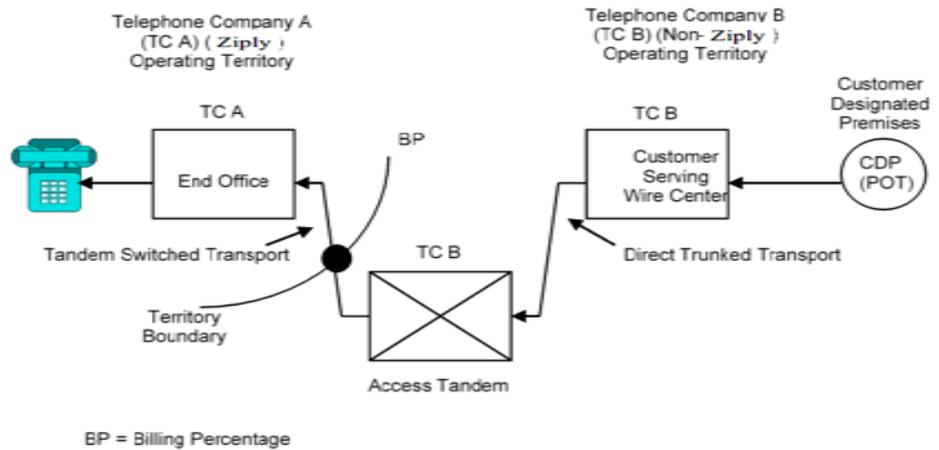
<p>Example 3: Terminating Switched Access – Tandem End Office (See Diagram 3)</p> <ul style="list-style-type: none"><li>- Feature Group D Switched Access is ordered to End Office.</li><li>- Terminating End Office and Access Tandem are both owned by ZiPLY Fiber Telephone ILEC Companies (TC-A).</li><li>- Assumptions:<ul style="list-style-type: none"><li>- TC-A Direct Trunk Transport BP = 40%</li><li>- TC-B Direct Trunk Transport BP = 60%</li><li>- Direct Trunk Transport mileage = 26 mi.</li><li>- Tandem Switched Transport mileage = 23 mi.</li></ul></li></ul>	(T)
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### III. GENERAL REGULATIONS

Example 4: Terminating Switched Access – Tandem 3<sup>rd</sup> Party  
(See Diagram 4)

- Feature Group D Switched Access is ordered to End Office.
- End Office is owned by ZiPLY Fiber Telephone Company (TC-A). (T)
- Access Tandem is owned by a non-ZiPLY Fiber Telephone ILEC Company (TC-B). (T)
- Diagram 4



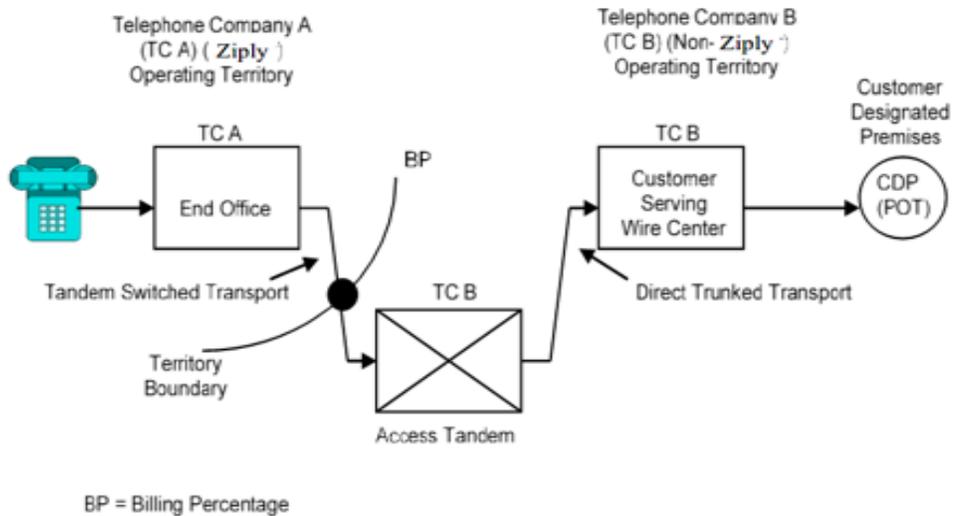
- Telephone Company A charges are:
- End Office charges = 9,000 min x EO rate
- Tandem Switched Facility -3<sup>rd</sup> Party charge  
= 9,000 min. x 23 mi. x TSF-3<sup>rd</sup> Party rate x 80%
- Tandem Switched Termination -3<sup>rd</sup> party charge  
= 1 termination x 9,000 min. x TST-3<sup>rd</sup> Party rate

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### III. GENERAL REGULATIONS

Example 5: Originating Switched Access – Ziplly Fiber Telephone ILEC Company owns only the End Office (See Diagram 5) (T)

- Feature Group D Switched Access is ordered to End Office.
- End Office is owned by Ziplly Fiber Telephone Companies (TC-A). (T)
- Access Tandem is owned by a non-Ziplly Fiber Telephone ILEC Company (TC-B) (T)
- Assumptions:
  - Direct Trunk Transport mileage = 26 mi.
  - TC-A Tandem Switched Transport BP = 80%
  - TC-B Tandem Switched Transport BP = 20%
  - Tandem Switched Transport mileage = 23 mi.
- Diagram 5



- Telephone Company A charges are:
- End Office charges = 9,000 min. x EO rate
- Tandem Switched Transport Facility charge = 9,000 min. x 23 mi. x TSF rate x 80%.
- Tandem Switched Transport Termination charge = 1 termination x 9,000 min. x TST rate.

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**III. GENERAL REGULATIONS**

<p>(b) The customer must designate the region for which it is subscribing, which must include two (2) or more states. The customer may subscribe to the 2009 Enhanced SLA Plan for all of the states covered by this tariff or for only some of the states covered by this tariff. However, the customer must either subscribe to the 2009 Enhanced SLA Plan set forth in this tariff for at least two (2) states in which the customer has Qualifying Services, or subscribe to the 2009 Enhanced SLA Plan set forth in this tariff for one state in which the customer has Qualifying Services and to the 2009 Enhanced SLA Plan for Qualifying Services set forth in The Ziplly Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.2.c., or Tariff F.C.C. No. 6 Section 2.7.2.3, for at least one (1) other state in which the customer has Qualifying Services.</p>	<p>(T)</p>
<p>The customer must designate on its subscription the states for which the customer is subscribing to the 2009 Enhanced SLA Plan. All of the customer's ACNAs within the designated states must be included in the 2009 Enhanced SLA Plan. If after a customer has subscribed to the 2009 Enhanced SLA Plan for a state the customer acquires an additional ACNA(s) for that state, the customer must submit a subscription adding such ACNA(s) to the 2009 Enhanced SLA Plan. If the customer does not have an ACNA, all of its BANs within the designated states must be included in the 2009 Enhanced SLA Plan. If after a customer who does not have an ACNA has subscribed to the 2009 Enhanced SLA Plan for a state, the customer acquires an additional BAN(s) for that state, the customer must submit a subscription adding such BAN(s) to the 2009 Enhanced SLA Plan. Subject to acceptance of the subscription for the additional ACNA(s) or BAN(s) by the Telephone Company, the subscription for the additional ACNA(s) or BAN(s) shall become effective within the same time frame as the time frame for a new subscription to the 2009 Enhanced SLA Plan to become effective as provided in (2)(d) following.</p>	
<p>(c) As a condition for participation in the 2009 Enhanced SLA Plan, there must be a combined total of at least thirty-five (35) measured transactions (combined total orders and trouble reports) for the customer per calendar month measured under (3) and (4) following and The Ziplly Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.2.c.(3) and (4), and Tariff F.C.C. No. 6, Sections 2.7.2.3(C) and (D). In addition, at least fifty percent (50%) of the combined total number of transactions (combined total orders and trouble reports) for the customer measured under (3) and (4) following and The Ziplly Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.2.c.(3) and (4), and Tariff F.C.C. No. 6, Sections 2.7.2.3(C) and (D), must be electronic transactions. Failure to maintain either of these minimum requirements for three (3) consecutive months, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions, will result in termination of the customer's subscription to the 2009 Enhanced SLA Plan. The Telephone Company will provide the customer written notice of such termination. Such termination shall be effective at 11:59 PM on the last day of the calendar month following the calendar month in which the Telephone Company provided the customer notice of termination. Following such termination, the customer may not resubscribe to the 2009 Enhanced SLA Plan.</p>	<p>(T)  (T)</p>

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### III. GENERAL REGULATIONS

<p>Credits under the 2010 Enhanced SLA Plan shall apply only to Qualifying Services included in the 2010 Enhanced SLA Plan.</p>	
<p>(f) For any calendar month, the combined total of all credits applied to an individual Qualifying Service pursuant to this tariff may not exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month plus one (1) month of the monthly recurring charges billed to the customer for that individual Qualifying Service.</p>	
<p>(2) Subscription and Term of the 2010 Enhanced SLA</p> <p>(a) To participate in the 2010 Enhanced SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services).</p>	
<p>(b) The customer must designate the region for which it is subscribing, which must include two (2) or more states. The customer may subscribe to the 2010 Enhanced SLA Plan for all of the states covered by this tariff or for only some of the states covered by this tariff. However, the customer must either subscribe to the 2010 Enhanced SLA Plan set forth in this tariff for at least two (2) states in which the customer has Qualifying Services, or subscribe to the 2010 Enhanced SLA Plan set forth in this tariff for one state in which the customer has Qualifying Services and to the 2010 Enhanced SLA Plan for Qualifying Services set forth in The ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.2.d., or Tariff F.C.C. No. 6, Section 2.7.2.4, for at least one (1) other state in which the customer has Qualifying Services.</p>	(T)
<p>The customer must designate on its subscription the states for which the customer is subscribing to the 2010 Enhanced SLA Plan. All of the customer's ACNAs within the designated states must be included in the 2010 Enhanced SLA Plan. If after a customer has subscribed to the 2010 Enhanced SLA Plan for a state the customer acquires an additional ACNA(s) for that state, the customer must submit a subscription adding such ACNA(s) to the 2010 Enhanced SLA Plan. If the customer does not have an ACNA, all of its BANs within the designated states must be included in the 2010 Enhanced SLA Plan. If after a customer who does not have an ACNA has subscribed to the 2010 Enhanced SLA Plan for a state, the customer acquires an additional BAN(s) for that state, the customer must submit a subscription adding such BAN(s) to the 2010 Enhanced SLA Plan. Subject to acceptance of the subscription for the additional ACNA(s) or BAN(s) by the Telephone Company, the subscription for the additional ACNA(s) or BAN(s) shall become effective within the same time frame as the time frame for a new subscription to the 2010 Enhanced SLA Plan to become effective as provided in (2)(d) following.</p>	

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**III. GENERAL REGULATIONS**

<p>(c) As a condition for participation in the 2010 Enhanced SLA Plan, there must be a combined total of at least thirty-five (35) measured transactions (combined total orders and trouble reports) for the customer per calendar month measured under (3) and (4) following and The Ziplly Fiber Telephone Companies Tariff F.C.C. No.4, Section III.G.2.d.(3) and (4), and Tariff F.C.C. No. 6, Sections 2.7.2.4(C) and (D). In addition, at least fifty (50%) of the combined total number of transactions (combined total orders and trouble reports) for the customer measured under (3) and (4) following and The Ziplly Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.2.d.(3) and (4), and Tariff F.C.C. No. 6, Sections 2.7.2.4(C) and (D), must be electronic transactions. Failure to maintain either of these minimum requirements for three (3) consecutive months, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions, will result in termination of the customer's subscription to the 2010 Enhanced SLA Plan. The Telephone Company will provide the customer written notice of such termination. Such termination shall be effective at 11:59 PM on the last day of the calendar month following the calendar month in which the Telephone Company provided the customer notice of termination. Following such termination, the customer may not resubscribe to the 2010 Enhanced SLA Plan.</p>	<p>(T)  (T)</p>
<p>(d) The 2010 Enhanced SLA Plan will become effective for a qualifying customer on a date agreed to by the customer and the Telephone Company that is within sixty (60) days following receipt and acceptance by the Telephone Company of the customer's written subscription request (provided that the 2010 Enhanced SLA Plan shall not become effective for a customer prior to January 1, 2010). All subscriptions will become effective on the first day of a calendar month. A subscription will apply to the calendar month in which it becomes effective and to each calendar month thereafter through December 2010, unless cancelled sooner in accordance with this Tariff. The 2010 Enhanced SLA Plan will end on December 31, 2010, unless cancelled sooner by the Telephone Company. The Telephone Company will not perform any measurements under the 2010 Enhanced SLA Plan for months after December 2010. The customer will not receive any credits under the 2010 Enhanced SLA Plan for months after December 2010.</p>	

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### III. GENERAL REGULATIONS

<p>(e) A Qualifying Service will be included in the 2009 National SLA Plan only if it includes one (1) or more of the following rate elements:</p> <ul style="list-style-type: none"> <li>- Special Access Line (as described in Section VI.A.1.c. following), or</li> <li>- Special Transport (as described in Section VI.A.1.b. following).</li> </ul>	
<p>Credits under the 2009 National SLA Plan shall apply only to Qualifying Services included in the 2009 National SLA Plan.</p>	
<p>(f) Threshold Measurements</p> <p>(i) Threshold measurements for a customer for the “DS1” Service Category under (3) and (4) following will include the customer’s “DS1” Qualifying Services measured under the 2009 National SLA Plans for Qualifying Services set forth in this Section III.H.3.a. and the ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.a., and Tariff F.C.C. No. 6, Section 2.7.3.1.</p>	(T)
<p>(ii) Threshold measurements for a customer for the “DS3” Service Category under (3) and (4) following will include the customer’s “DS3” Qualifying Services measured under the 2009 National SLA Plans for Qualifying Services set forth in this Section III.H.3.a. and the ZiPLY Fiber Telephone Companies Tariff No. 1, Section III.G.3.a., and Tariff F.C.C. No. 6, Section 2.7.3.1.</p>	(T)
<p>(g) The 2009 National SLA Plan measurement period will be based on a calendar month. A customer shall be eligible for credits under the 2009 National SLA Plan for a calendar month only if there are at least fifty (50) measured transactions (combined total orders and trouble reports measured under the threshold measurements in (3) and (4) following) for that customer during that calendar month.</p>	
<p>(h) For any calendar month, the combined total of all credits applied to an individual Qualifying Service pursuant to this tariff may not exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month plus one (1) month of the monthly recurring charges billed to the customer for that individual Qualifying Service.</p>	
<p>(2) Subscription and Term of the 2009 National SLA Plan</p> <p>(a) To participate in the 2009 National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during one of the three (3) open subscription periods identified in (2)(d) following. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services). If an ACNA for the customer is not provided in the initial subscription, the customer must provide the Telephone Company with information for each new Qualifying Service ordered subsequent to the initial subscription to the 2009 National SLA Plan.</p>	

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### III. GENERAL REGULATIONS

<p>(b) In order to subscribe to the 2009 National SLA Plan under this tariff, the customer also must subscribe to the 2009 National SLA Plans for Qualifying Services set forth in the ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.a., and Tariff No. 6, Section 2.7.3.1, if the customer has services that are eligible for such plans.</p>	(T)
<p>(c) As a condition for participation in the 2009 National SLA Plan, the customer must maintain a minimum of seventy percent (70%) electronic transactions per calendar month (seventy percent (70%) of the combined total order and repair activity measured under the threshold measurements in (3) and (4) following). Failure to maintain this minimum electronic transaction level for three (3) consecutive calendar months will result in termination of the customer's subscription to the 2009 National SLA Plan, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions. The Telephone Company will provide the customer written notice of such termination. Such termination shall be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company provided the customer notice of termination. Following such termination, the customer may not resubscribe to the 2009 National SLA Plan.</p>	
<p>(d) The open subscription periods for the 2009 National SLA Plan are as follows: the first open subscription period is October 20, 2008, to December 12, 2008; the second open subscription period is February 9, 2009, to March 27, 2009; the third open subscription period is June 1, 2009, to August 1, 2009. The 2009 National SLA Plan will become effective for a qualifying customer on a date agreed to by the customer and the Telephone Company that is within sixty (60) days following receipt and acceptance by the Telephone Company of the customer's written subscription request (provided that the 2009 National SLA Plan shall not become effective for a customer prior to January 1, 2009). All subscriptions will become effective on the first day of a calendar month. A subscription will apply to the calendar month in which it becomes effective and to each calendar month thereafter through December 2009, unless cancelled sooner in accordance with this Tariff. The 2009 National SLA Plan will end on December 31, 2009, unless cancelled sooner by the Telephone Company. The Telephone Company will not perform any measurements under the 2009 National SLA Plan for months after December 2009. The customer will not receive any credits under the 2009 National SLA Plan for months after December 2009.</p>	

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**III. GENERAL REGULATIONS**

<p>(e) A customer may terminate its subscription for the 2009 National SLA Plan by providing written notice of termination to the Telephone Company. If the customer's notice of termination is received by the Telephone Company on or before the twentieth (20<sup>th</sup>) day of a calendar month, the termination shall be effective at 11:59 PM on the last day of the calendar month in which such notice of termination is received by the Telephone Company. For instance, if the Telephone Company receives the notice of termination on October 19<sup>th</sup>, the termination will be effective at 11:59 PM on October 31<sup>st</sup>. If the customer's notice of termination is received by the Telephone Company after the twentieth (20<sup>th</sup>) day of a calendar month, the termination will be effective at 11:59 PM on the last day of the calendar month following the calendar month in which the Telephone Company receives the notice of termination. For instance, if the Telephone Company receives the notice of termination on October 27<sup>th</sup>, the termination will be effective at 11:59 PM on November 30<sup>th</sup>. If a customer elects to terminate its subscription for the 2009 National SLA Plan, the customer must also terminate its subscription to the 2009 National SLA Plans for Qualifying Services under the ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.a., and Tariff F.C.C. No. 6, Section 2.7.3.1. The customer's notice of termination of its subscription under any of the 2009 National SLA Plans for Qualifying Services under this tariff or the ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.a., and Tariff F.C.C. No. 6, Section 2.7.3.1, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. If a customer terminates its subscription to the 2009 National SLA Plan, the customer may not resubscribe to the 2009 National SLA Plan.</p>	<p>(T)  (T)</p>
<p>(3) On Time Provisioning</p> <p>(a) On Time Provisioning is defined as the Telephone Company providing service to the customer no later than the confirmed Service Date (Due Date) (as defined in Section III.F. preceding) provided by the Telephone Company to the customer. The Due Date is provided to the customer after the order has been verified for order accuracy, availability of required facilities and components, and completion of ordering and design related forms and documents (including, by way of example, network design, configuration, and data gathering form(s) and ASRs).</p>	
<p>(b) Subject to Section III.H.4.a. following, failure to meet the Due Date for installation of an individual Qualifying Service due to Telephone Company reasons will result in a one-time credit equal to the applicable nonrecurring installation charges (described in Section VI.F.1.f. following) billed to the customer for that individual Qualifying Service.</p>	
<p>(c)</p> <p>(i) For each calendar month, for each eligible Service Category (DS1, DS3), the Telephone Company will determine the percentage of all of the customer's Qualifying Services that were installed no later than the Due Date.</p>	

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### III. GENERAL REGULATIONS

<p>(d) The 2010 National SLA Plan applies to the following services (“Qualifying Services”):</p> <p>(i) DS1</p> <ul style="list-style-type: none"> <li>- High Capacity Digital DS1 Service, as set forth in Section VI.C.6.a. following.</li> </ul>	
<p>(ii) DS3</p> <ul style="list-style-type: none"> <li>- High Capacity Digital DS3 Service, as set forth in Section VI.C.6.e. following.</li> <li>- DS3 High Capacity Service, as set forth in Section VI.F.11. following.</li> </ul>	
<p>(e) A Qualifying Service will be included in the 2010 National SLA Plan only if it includes one (1) or more of the following rate elements:</p> <ul style="list-style-type: none"> <li>- Special Access Line (as described in Section VI.A.1.c. following), or</li> <li>- Special Transport (as described in Section VI.A.1.b. following).</li> </ul>	
<p>Credits under the 2010 National SLA Plan shall apply only to Qualifying Services included in the 2010 National SLA Plan.</p>	
<p>(f) Threshold Measurements</p> <p>(i) Threshold measurements for a customer for the “DS1” Service Category under (3) and (4) following will include the customer’s “DS1” Qualifying Services measured under the 2010 National SLA Plans for Qualifying Services set forth in this Section III.H.3.b. and the ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.b., and Tariff F.C.C. No. 6, Section 2.7.3.2.</p>	(T)
<p>(ii) Threshold measurements for a customer for the “DS3” Service Category under (3) and (4) following will include the customer’s “DS3” Qualifying Services measured under the 2010 National SLA Plans for Qualifying Services set forth in this Section III.H.3.b. and the ZiPLY Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.b., and Tariff F.C.C. No. 6, Section 2.7.3.2.</p>	(T)
<p>(g) The 2010 National SLA Plan measurement period will be based on a calendar month. A customer shall be eligible for credits under the 2010 National SLA Plan for a calendar month only if there are at least fifty (50) measured transactions (combined total orders and trouble reports measured under the threshold measurements in (3) and (4) following) for that customer during that calendar month.</p>	
<p>(h) For any calendar month, the combined total of all credits applied to an individual Qualifying Service pursuant to this tariff may not exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month plus one (1) month of the monthly recurring charges billed to the customer for that individual Qualifying Service.</p>	

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**III. GENERAL REGULATIONS**

<p>(2) Subscription and Term of the 2010 National SLA Plan</p> <p>(a) To participate in the 2010 National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during one of the three (3) open subscription periods identified in (2)(d) following. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services). If an ACNA for the customer is not provided in the initial subscription, the customer must provide the Telephone Company with information for each new Qualifying Service ordered subsequent to the initial subscription to the 2010 National SLA Plan.</p>	
<p>(b) In order to subscribe to the 2010 National SLA Plan under this tariff, the customer also must subscribe to the 2010 National SLA Plans for Qualifying Services set forth in the Zply Fiber Telephone Companies Tariff F.C.C. No.4, Section III.G.3.b., and Tariff F.C.C. No. 6, Section 2.7.3.2, if the customer has services that are eligible for such plans.</p>	(T)
<p>(c) As a condition for participation in the 2010 National SLA Plan, the customer must maintain a minimum of seventy percent (70%) electronic transactions per calendar month (seventy percent (70%) of the combined total order and repair activity measured under the threshold measurements in (3) and (4) following). Failure to maintain this minimum electronic transaction level for three (3) consecutive calendar months will result in termination of the customer's subscription to the 2010 National SLA Plan, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions. The Telephone Company will provide the customer written notice of such termination. Such termination shall be effective at 11:59 PM on the last day of the calendar month following the calendar month in which the Telephone Company provided the customer notice of termination. Following such termination, the customer may not resubscribe to the 2010 National SLA Plan.</p>	

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**III. GENERAL REGULATIONS**

<p>(d) The open subscription periods for the 2010 National SLA Plan are as follows: the first open subscription period is October 19, 2009, to December 13, 2009; the second open subscription period is February 8, 2010, to March 26, 2010; the third open subscription period is June 7, 2010, to August 6, 2010. The 2010 National SLA Plan will become effective for a qualifying customer on a date agreed to by the customer and the Telephone Company that is within sixty (60) days following receipt and acceptance by the Telephone Company of the customer's written subscription request (provided that the 2010 National SLA Plan shall not become effective for a customer prior to January 1, 2010). All subscriptions will become effective on the first (1<sup>st</sup>) day of a calendar month. A subscription will apply to the calendar month in which it becomes effective and to each calendar month thereafter through December 2010, unless cancelled sooner in accordance with this Tariff. The 2010 National SLA Plan will end on December 31, 2010, unless cancelled sooner by the Telephone Company. The Telephone Company will not perform any measurements under the 2010 National SLA Plan for months after December 2010. The customer will not receive any credits under the 2010 National SLA Plan for months after December 2010.</p>	
<p>(e) A customer may terminate its subscription for the 2010 National SLA Plan by providing written notice of termination to the Telephone Company. If the customer's notice of termination is received by the Telephone Company on or before the twentieth (20<sup>th</sup>) day of a calendar month, the termination shall be effective at 11:59 PM on the last day of the calendar month in which such notice of termination is received by the Telephone Company. For instance, if the Telephone Company receives the notice of termination on October 19th, the termination will be effective at 11:59 PM on October 31st. If the customer's notice of termination is received by the Telephone Company after the twentieth (20<sup>th</sup>) day of a calendar month, the termination will be effective at 11:59 PM on the last day of the calendar month following the calendar month in which the Telephone Company receives the notice of termination. For instance, if the Telephone Company receives the notice of termination on October 27th, the termination will be effective at 11:59 PM on November 30th. If a customer elects to terminate its subscription for the 2010 National SLA Plan, the customer must also terminate its subscription to the 2010 National SLA Plans for Qualifying Services under the Zply Fiber Telephone Companies Tariff F.C.C. No. 4, Section III.G.3.b., and Tariff F.C.C. No. 6, Section 2.7.3.2. The customer's notice of termination of its subscription under any of the 2010 National SLA Plans for Qualifying Services under this tariff or the Zply Fiber Telephone Companies Tariff F.C.C. No.4, Section III.G.3.b., and Tariff F.C.C. No. 6, Section 2.7.3.2, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. If a customer terminates its subscription to the 2010 National SLA Plan, the customer may not resubscribe to the 2010 National SLA Plan.</p>	<p>(T)  (T)</p>

TRANSMITTAL NO. 8

**XXIII. OPERATING TERRITORIES OF THE  
ZIPLY FIBER TELEPHONE COMPANIES**

A. General

The operating territory of The ZiPLY Fiber Telephone Companies is comprised of the operating territories of ZiPLY Fiber Northwest, LLC in Idaho, Oregon and Washington; ZiPLY Fiber of Oregon, LLC; ZiPLY Fiber of Idaho, LLC; Citizens ZiPLY Fiber of Montana, LLC; and Northwest Fiber, LLC.

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**XXIII. OPERATING TERRITORIES OF THE  
ZIPLY FIBER TELEPHONE COMPANIES**

**B. Operating Territory of ZiPLY Fiber Telephone Companies**

The operating territory of ZiPLY Fiber Northwest, LLC., defined by the names of rate centers, is comprised of the following locations for Idaho, Oregon and Washington. (T)

*1. Operating Territory of Idaho – (4321)*

Bayview  
Bonner's Ferry  
Bovill  
Clark Fork  
Coeur D'Alene  
Cora  
Deary  
Evergreen  
Genesee  
Harrison  
Hayden Lake  
Hope  
Kellogg  
Moscow  
Mullan  
Old Town  
Orofino  
Peck  
Pierce  
Plummer-Worley  
Post Falls  
Potlatch  
Priest Lake  
Priest River  
Rathdrum  
Rock Creek  
Saint Maries  
Sandpoint  
Setters  
Spirit Lake  
Tensed (Bluebell)  
Wallace  
Weippe  
Wellesley

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