



CenturyLink™

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February 24, 2010

VIA ELECTRONIC FILING

Mr. David W. Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250

RE: Advice No. WA 10-01

Dear Mr. Danner:

The following tariff sheet is filed by and on behalf of the issuing utility CenturyTel of Washington, Inc. d/b/a CenturyLink. The tariff sheet enclosed for review and approval is:

Tariff WN U-5

Section 2

2nd Revised Sheet 55

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking.

This filing is submitted with a February 24, 2010 issue date and a proposed effective date of April 5, 2010.

I, Debra Levy, in compliance with WAC 480-80-103, certify that I have authority to issue tariff revisions on behalf of CenturyTel of Washington, Inc. d/b/a CenturyLink.

Commission consideration and timely approval of these pages are respectfully requested. Upon approval, please return one stamped approved copy of this filing for our records. Please feel free to contact me if you have any questions regarding this filing.

Sincerely,

Debra Levy

Enclosures

WA 10-01 (ACQ)

2. General Regulations - Conditions Of Offering

2.4 Liability Of The Company

2.4.1 Service Liabilities

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.

The Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expense directly or indirectly arising from wiring located beyond the standard network interface (SNI).

A. Errors in Transmitting, Receiving or Delivering Messages by Telephone

The Company is not liable for errors in transmitting, receiving or delivering messages by telephone over Company lines and lines of connecting companies.

B. **Unauthorized Access or Hacking**

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

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