

Second Revised Rule and Regulation Sheet No. 19
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First Revised Rule and Regulation Sheet No. 19

CENTURYTEL OF WASHINGTON, INC.

RULE AND REGULATION

No. 12

LIABILITY

A. Liability

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.

When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.

The Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's instruments, apparatus, and associated wiring on such premises or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Company or its employees. Liability for telephone directories is covered elsewhere in this Tariff under Rule and Regulation No. 13.

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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B. Allowance for Interruptions

In the event of an interruption to the service, which is not due to the negligence of the customer, an allowance will be made, upon request, if the interruption continues for more than 24 hours from the time it is reported to the Company.

The allowance will be the prorated portion of the monthly rate for the service or the portion of the service made inoperative.

Advice No. WA10-01

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