

WN U-17
ZIPLY FIBER NORTHWEST, LLC DBA ZIPLY FIBER

Section I
 1st Revised Sheet 1
 Cancels Original Sheet 1

GENERAL AND LOCAL EXCHANGE TARIFF

TITLE PAGE

ZIPLY FIBER NORTHWEST, LLC d/b/a ZIPLY FIBER (T)

135 Lake Street South
 Kirkland, Washington 98033

ZiPLY Fiber Northwest, LLC dba ZiPLY Fiber was formerly known as Frontier Communications Northwest, LLC d/b/a ZiPLY Fiber which was formerly known as Frontier Communications Northwest Inc. The Frontier Communications Northwest Inc. Tariff WN U-17 has been replaced in its entirety by the ZiPLY Fiber Tariff WN U-17. (T)

Schedule of Rates, Rules and Regulations Governing Regulated Local Telecommunications Services Provided in the Territory Served by the Company Within the State of Washington as Follows:

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| Acme | Ferndale | Oakesdale |
| Alger | Garfield | Palouse |
| Anacortes | George | Priest River |
| Arlington | Granite Falls | Pullman |
| Benton City | Grayland | Quincy |
| Big Lake | Halls Lake | Republic |
| Blaine | Kennewick | Richland |
| Bothell | Kirkland | Richmond Beach |
| Brewster | La Conner | Rockford |
| Bridgeport | Latah | Rosalia |
| Burlington | Laurel | Sedro Wooley |
| Camas-Washougal | Leavenworth | Silver Lake |
| Cashmere | Loomis | Skykomish |
| Chelan | Lyman-Hamilton | Snohomish |
| Concrete | Lynden | Soap Lake |
| Conway | Mansfield | Stanwood |
| Coupeville | Maple Falls | Stevens Pass |
| Curlew | Marblemount | Sultan |
| Custer | Marysville | Sumas |
| Darrington | Molson-Chesaw | Tekoa |
| Deming | Monroe | Tonasket |
| Edison | Moscow, Idaho (Wash. portion) | Waterville |
| Entiat | Mount Vernon | Wenatchee |
| Everett | Naches | Westport |
| Everson | Newport | Woodland |
| Fairfield | Nile | |
| Farmington | Oak Harbor | |

III. RULES AND REGULATIONS (Continued)

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| <p>A. <u>Application</u></p> <p>1. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Washington by Ziplly Fiber Northwest, LLC, d/b/a Ziplly Fiber, hereinafter referred to as the Company, subject to the jurisdiction of the Washington Utilities and Transportation Commission.</p> | (T) |
| <p>2. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.</p> | |
| <p>B. <u>Definitions</u></p> <p>The following definitions are generally applicable in this tariff unless specifically defined otherwise in a particular section.</p> <p><i>Actual Cost:</i></p> <p>Actual cost refers to the cost of materials plus the rate per hour at the Company's labor rate.</p> | |
| <p><i>Air Lines Mileage:</i></p> <p>The shortest distance between the points involved.</p> | |
| <p><i>Applicant:</i></p> <p>An individual or concern making application to the Company for telephone service.</p> | |
| <p><i>Basic Calling Service:</i></p> <p>Telephone service which consists of an access line charge plus usage which encompasses call frequency, duration and intraexchange or interexchange (non-toll) with a single per minute rate applicable twenty-four (24) hours a day, seven (7) days a week.</p> | |
| <p><i>Business Service:</i></p> <p>Exchange service furnished to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, fraternal lodges, churches, clubs, other organizations of a similar nature and individuals practicing a profession or operating a business who have no offices other than their residence and where the use of service is principally or substantially of a business, professional or occupational nature.</p> | |
| <p><i>Central Office:</i></p> <p>A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks.</p> | |

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| <p><i>Central Office Trunk:</i></p> <p>A Network Access line between the central office and a multiline system located on the customer's premises, which utilizes common equipment.</p> | |
| <p><i>Channel:</i></p> <p>A path for communication between two (2) or more telephones or Company offices, furnished in such a manner as the Company may elect, whether by wire, radio, or a combination thereof.</p> | |
| <p><i>Class of Service:</i></p> <p>The various categories of service generally available to the customer: Business, Residence, Coin Line, and Public Access Line.</p> | |
| <p><i>Coin Line Service:</i></p> <p>A coin voice grade exchange line that provides switch based dial tone first (DTF) coin line functionalities for the connection of customer-owned coin operated telephones (COCOTs).</p> | |
| <p><i>Commission:</i></p> <p>The regulatory body of the State of Washington, namely the Washington Utilities and Transportation Commission.</p> | |
| <p><i>Company:</i></p> <p>Zipty Fiber Northwest, LLC d/b/a/ Zipty Fiber</p> | (T) |
| <p><i>Contiguous Exchanges:</i></p> <p>Two exchanges whose boundaries adjoin.</p> | |
| <p><i>Continuous Property:</i></p> <p>Property owned or leased and occupied by a customer, which is not separated by public highways or by property occupied by others.</p> | |
| <p><i>Customer:</i></p> <p>A person, firm, partnership, corporation, municipality, cooperative organization, governmental agency etc., receiving service from the Company.</p> | |
| <p><i>Customer Premises Equipment (CPE):</i></p> <p>Devices or apparatus and/or their associated wiring provided by a customer.</p> | |

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| <p>c. Rates</p> <p>Where the Company performs work in public right-of-way areas, the actual cost of both labor and materials used, less salvage, will apply.</p> | |
| <p>15. <i>Slamming</i></p> <p>Slamming is the unauthorized change of a subscriber's preferred telecommunications carrier.</p> | |
| <p>Ziply Fiber Northwest, LLC adopts and adheres to the most current FCC rules established in Docket 94-129.</p> | (T) |
| <p>D. <u>Termination Liability</u></p> | |
| <p>1. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be twenty-five percent (25%) of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:</p> <p style="text-align: center;">$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$</p> | |
| <p>2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.</p> | |
| <p>3. <i>End of Term Options</i></p> <p>a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:</p> <ul style="list-style-type: none"> - Renew their term commitment, - Commit to a new term period, - Arrangement for a change of service, or - Arrange for termination of the service. | |
| <p>b. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.</p> | |
| <p>4. Early termination charges will not be assessed under the following circumstances:</p> <p>a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.</p> | |