

Effective July 1, 2015, this Service is no longer available to new customers for new orders nor will new orders from existing customers be accepted except to the extent permitted by a Term Discount Plan. Existing customers may migrate to another Company-provided service at any time without incurring nonrecurring or service charges. Termination Liability Charges will not apply if customers with a Term Discount Plan migrate to another Company-provided service prior to expiration of the Term Discount Plan. "Company" refers to the CenturyLink local operating company providing the Service. Existing customers will be grandfathered as follows:

- As of July 1, 2015, month-to-month customers will no longer be able to subscribe to the Service.
- Customers with a Term Discount Plan that expires after July 1, 2015 may retain their Service covered by a Term Discount Plan until expiration of that Term Discount Plan. Existing Term Discount Plans will not be renewed.

CenturyLink has the ability to raise rates on certain services on a Term Discount Plan.  
See Section 4.3 for applicable terms and conditions.

**LOCAL TERMS OF SERVICE:  
CENTURYLINK® ATM SERVICE  
(Ohio Business Customers)**

The applicable cover agreement, if any, and the Local Terms of Service, which include the Standard Terms and Conditions for Communications Service and these service-specific terms (collectively, the "Agreement"), govern the ATM services (the "Service"). The local operating company providing the Service is identified in the Agreement.

- 1. ORDER TERM.** The minimum term of any Order for Service issued during the Agreement Term ("Order Term") is one month. The initial Order Term for the Service will be stated on the Order and will begin on the first day of the billing month following the date Service are installed and available to Customer. At the end of the initial Order Term, the Service will renew on a month-to-month basis. Either party may terminate the Service by providing the other party 30 days' written notice of termination before the end of the initial Order Term or during any renewal Order Term.
- 2. SERVICE DESCRIPTION.**
  - 2.1** Asynchronous Transfer Mode (ATM) Service is a high speed, connection-oriented service. ATM Service support a broad range of applications including video, image, audio, high-speed data and multimedia. ATM Service is also designed to provide connectivity among different customer locations. ATM Service provides for sequence preserving, connection-oriented transfer of ATM cells between source and destination sites. Access from customer locations will be provided at an OC3 level with a maximum line rate (Access Port speed less ATM overhead) of 144 Mbps.
  - 2.2** ATM Service provides simultaneous support for both "bursty" traffic and constant bit rate applications. The specific ATM applications are established by Customer's premise equipment.
  - 2.3** ATM Service will be based on a Virtual Path (VP). No dynamic connection establishment or tear down is associated with a VP ATM. With VP ATM Service connections are permanent and are established through a provisioning process. A VP is assigned as an end-to-end circuit. VPs are established at the time Customer subscribes to ATM Service. Thus, the communications path between end points is pre-established, and no connection set-up procedures are required.
  - 2.4** ATM Virtual Paths are classified as Virtual Path connection (VPCs) or Virtual Channel Connections (VCCs).
- 3. SERVICE COMPONENTS AND CHARGES.** CenturyLink will charge Customer a Nonrecurring Charge ("NRC") and a Monthly Recurring Charge ("MRC") for the Service. The primary service components included in the Service are as follows:
  - 3.1 Port Connection.**
    - A.** The Port Connection is a standard interface used to connect the end user to CenturyLink's ATM Network. One Port Connection is required per ATM Access.

**B.** A Port Connection NRC is applicable per port.

**3.2 ATM Access.** The ATM Access provides for fiber cable between Customer's on-premise equipment and the nearest ATM switch in CenturyLink's ATM Network.

**3.3 Permanent Virtual Circuit.**

**A.** The Permanent Virtual Circuit (PVC) is established between two end points for the transfer of end-user information between two locations. Each PVC consists of a series of connected Virtual Path Connections (VPCs).

**B.** At least one PVC is required per Port Connection for ATM connectivity.

**C.** The VPC must be identified as one or more of the following:

- (1)** Constant Bit Rate Virtual Path Connection
- (2)** Variable Bit Rate Virtual Path Connection
- (3)** Unspecified Bit Rate Virtual Path Connection

**D.** Customer may enhance the management of the VPC by subscribing to a VCC. The VCC must be identified as one or more of the following:

- (1)** Constant Bit Rate Virtual Channel Connection
- (2)** Variable Bit Rate Virtual Channel Connection
- (3)** Unspecified Bit Rate Virtual Channel Connection

**E.** The initial quantity of bandwidth for use by Customer within the Port Connection is 4 Mbps.

**3.4 Additional Charges.**

**A.** Additional bandwidth is available above the initial quantity in increments of 5 Mbps.

**B.** Monthly rates do not include detailed monthly billing.

**C.** Charges described in the *Local Terms of Service: Service Charges* apply where applicable.

**4. TERM DISCOUNT PLAN (TDP)**

**4.1** ATM Service is only available at monthly TDP rates.

**4.2** The TDP provides Customer with discounted rates for ATM Service. Customer agrees to a minimum service commitment period for ATM Service when the TDP is established. The minimum service commitment period will be identified in the Agreement. Customer must order a TDP in writing. Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP.

**4.3** Customer must specify the length of the initial service period at the time service is ordered. If a CenturyLink-initiated rate increase causes the services under the TDP to increase by 10% or more annually, then Customer may cancel the TDP without incurring termination liability charges provided Customer notifies CenturyLink within 30 days after the effective date of the rate increase.

**4.4** TDP commitment periods can be extended by Customer at any time during the term of the plan, up to a maximum of 60 months. The number of months accrued in the current plan will be applied toward the new plan selected.

**4.5** At the end of the TDP service commitment period, Customer may subscribe to a new TDP at CenturyLink's prevailing rates.

**5. EARLY TERMINATION LIABILITY.**

**5.1** Early termination of a TDP by Customer will be subject to the early termination liability described in the Standard Terms and Conditions for Communications Services.

**5.2** Technology Upgrade.

- A.** Charges will not apply when a service or rate element under a TDP is disconnected before the expiration of a selected service period as a result of a customer requested upgrade to a next generation service offering, under the following conditions:
  - (1)** The service period of the new TDP for the new service offering is a period equal to or exceeding the remaining service period of the disconnected TDP, and
  - (2)** The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
  - (3)** The service orders to install the new service and disconnect the old service are for the same customer at the same location.
- B.** CenturyLink will determine whether the replacement service qualifies as a next generation service offering.
- C.** Nonrecurring charges and Service Charges for the new service will apply according to the requirements of the new service.