

**CenturyLink has the ability to raise rates on certain services on a Term Discount Plan.
See Section 7.4 for applicable terms and conditions.**

**LOCAL TERMS OF SERVICE:
CENTURYLINK™ OPTIPOINT SERVICE
(Tennessee Business Customers)**

The applicable cover agreement, if any, and the Local Terms of Service, which include the Standard Terms and Conditions for Communication Services and these service-specific terms (collectively, the “Agreement”), govern OptiPoint Service (the “Service”). Service is provided by the local operating company serving Customer’s location. The local operating company providing the Service is identified in the Agreement.

- 1. INTRODUCTION.** The Service is a SONET-based, fiber-optic, point-to-point synchronous data transmission service available at OC3 (155.52 Mbps) and OC12 (622.08 Mbps) terminating bit rates.
- 2. ORDER TERM.** The Service is provided under Orders, issued during the Agreement Term. 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 Services 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.
- 3. SERVICE DESCRIPTION.**
 - 3.1 Basic Service.** The Service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and optional features. When Customer orders the Service, Customer and CenturyLink will cooperatively plan, engineer, provision and manage the Service. The required format and interface specifications are contained in Technical Reference Publication GR-253.
 - 3.2 Customized Technical Specifications Package.** CenturyLink can provide customized technical specifications packages where technically feasible. CenturyLink will advise Customer whether the requested specifications are compatible with the Services and provide an estimate of any additional labor charges.
- 4. CHANNEL TERMINATION.**
 - 4.1** Channel Termination is the local facility from Customer’s designated premises to the Serving Wire Center. OptiPoint Service Channel Terminations may be used to connect a Customer designated premises to another Customer designated premises, configured at wire center locations between the two premises, or a Customer designated premises to a location where Service configuration is performed.
 - 4.2** Each Service facility may be comprised of one or two Channel Terminations. Where both Customer premises are served by the same Serving Wire Center, the Service will consist of two Channel Terminations. Where each Customer premises is served by different Serving Wire Centers, the Service will consist of two Channel Terminations, one Channel Mileage Termination (Fixed) and the Channel Mileage Facility (Per Mile) between Serving Wire Centers. Where one Customer premises is involved, the Channel Termination of a lower bandwidth service can be replaced with an OptiPoint Service Channel Termination. For example, the Channel Termination associated with LightLink Service can be replaced with an OptiPoint Service Channel Termination to connect the LightLink Service to the Serving Wire Center of Customer's designated premises.

- 4.3** Based on Customer requirements, OptiPoint-3 (OC3) service may be provisioned in the following configurations:
- A.** Three Synchronous Transport Signal (STS1) channels which each contain the following:
 - (1) one DS3 that is STS1 mapped;
 - (2) up to 28 DS1s that are VT mapped;
 - (3) an STS1 channel without constraint to payload mapping when the STS1 channel does not terminate via a service configuration function to DS1 or DS3 services within the network; or
 - B.** A single concatenated OC3c channel that is STS3c mapped.
- 4.4** Based on Customer requirements, OptiPoint-12 (OC12) Service may be provisioned in the following configurations:
- A.** 12 STS1 channels which each contain:
 - (1) one DS3 that is STS1 mapped;
 - (2) up to 28 DS1s that are VT mapped;
 - (3) an STS1 channel without constraint to payload mapping when the STS1 channel does not terminate via a service configuration function to DS1 or DS3 services within the network;
 - (4) Up to four concatenated OC3c channels that are STS3c mapped;
 - (5) From one to three OC3c channels that are STS3c mapped and mixed with from three to nine STS1 channels subject to utilization of the total OC12 capacity; or
 - B.** A single concatenated OC12c channel that is STS12c mapped.
- 4.5** Current SONET standards do not provide for asynchronous DS3 to DS1 multiplexing. An STS1 channel may be mapped for either one DS3 or 28 DS1s. However, DS1s within a DS3 are not accessible within the SONET architecture, and their performance cannot be guaranteed for this reason. When Customer requests that an OC3 or OC12 service be configured with a combination of DS3 and DS1 channels, a DS3 to DS1 multiplexing arrangement will be required.
- 4.6** A Multiplexed Service Connection is an arrangement that allows one DS1, DS3, OC3, or OC12 channel of a multiplexed CenturyLink service to be connected to one DS1, DS3, OC3, or OC12 channel with like signaling of another CenturyLink service. For example, the lesser speed may be a LightLink DS3 channel connected between a multiplexed Service. CenturyLink can provide a Multiplexed Service Connection at all CenturyLink locations where Central Office Multiplexing is performed for Nonrecurring and Monthly Recurring Charges.
- 4.7** Upon ordering the Service, Customer must identify the STS signal configuration to be contained in each OC3 or OC12 Service connection and each STS1, STS3, and/or STS12 payload content. This information is used to determine the route and connection in the network. If a new configuration is requested after the initial activation, a Service Reconfiguration Charge will apply on a per service basis. The Service Reconfiguration Charge is in addition to all applicable configuration card charges associated with the new configuration.

- 4.8** The Service is provided with electronics that automatically activate in case of failure of the primary electronics. Since OptiPoint is a point-to-point service, SONET ring survivability will not be available. CenturyLink can quote rates for additional protection options.
- 4.9** OptiPoint Channel Terminations provided to Customer's designated premises will be installed in a single, common space under CenturyLink control. An OptiPoint entrance facility may not be split between premises or terminated in multiple locations within premises. Customer must provide suitable floor space, environmental controls and non-switched AC power to support the OptiPoint entrance facility at Customer's premises location.
- 4.10** OptiPoint Channel Terminations will be provided with or without CenturyLink provided terminal equipment at Customer's premises. When Customer elects to furnish its own terminal equipment at Customer's premises, Customer will work cooperatively with CenturyLink to provide a compatible physical interface, and will identify approved equipment types for use in conjunction with CenturyLink provided equipment. Customer is responsible for providing all facilities and cabling necessary to connect Customer provided equipment to this interface.
- 4.11** OptiPoint Channel Terminations are available only where facilities and operating conditions permit. CenturyLink will work cooperatively with Customer to determine if suitable existing SONET based facilities are available to provide the service. CenturyLink will not provision this service on facilities which are not suitable for the Service.
- 4.12** Channel mileage can be connected between serving wire centers at a lower OC-n speed than the Channel Termination, if the channel mileage is between a lower speed configuration function and another lower speed configuration function or another lower speed Channel Termination.
- 4.13** All of the above terminations must be provided at the same speed as the transport.

5. SERVICE CONFIGURATION.

- 5.1** A Configuration Card provides for the interface at which a channelized or lower speed service terminates or originates from an OptiPoint optical line terminated at Customer designated premises or a CenturyLink Central Office. DS1, DS3, and OC3 concatenated cards are available for interfacing OptiPoint-3 service with lower level signals. DS1, DS3, OC3, OC3 concatenated, and OC12 concatenated cards are available for interfacing with OptiPoint-12 Service.
- 5.2** If Customer requests the Service be configured for lower level service, card rate elements will apply. Configuration Cards will be required based upon the characteristics of the Service.
- 5.3** Due to the technical limitations of SONET facilities, additional regeneration equipment may be required for essential detection and retransmission of SONET signals between Customer's premises and the CenturyLink serving wire center for that premises. Additional regeneration equipment will only be provided by CenturyLink when the actual fiber facility distance between Customer's premises and serving wire center exceeds SONET design limits. A monthly recurring OptiPoint Regeneration Charge will apply for each regenerator required for the provision of the Service.
- 5.4** Multipoint service is not available with the Service.

6. SERVICE COMPONENTS AND CHARGES.

- 6.1 Monthly Recurring Charge.** CenturyLink will charge Customer a MRC for Services. The applicable rate elements are:

- A. **Channel Termination.** The Channel Termination element provides for the communications path between a Customer designated premises and the Serving Wire Center. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected at the point of termination (POT) and the type of signaling capability if any. The signaling capability itself is provided as a part of this rate category. One Channel Termination charge applies per Customer designated premises at which the channel is terminated. The charges applicable to the Channel Termination vary based on distance.

- B. **Channel Mileage.** The Channel Mileage element provides for the end office equipment and the transmission channel between the Serving Wire Centers associated with two customer designated premises. Channel Mileage rates are made up of the Channel Mileage Facility (Per Mile) rate and the Channel Mileage Termination (Fixed) rate. When the Channel Mileage Facility (Per Mile) is zero (i.e., collocated Serving Wire Centers), neither the Channel Mileage Facility (Per Mile) rate nor the Channel Mileage Termination (Fixed) rate will apply. Otherwise, Channel Mileage rates include:
 - (1) **The Channel Mileage Facility (Per Mile).** The Channel Mileage Facility (Per Mile) rate recovers the cost for the transmission path, which extends between CenturyLink Serving Wire Centers and includes primarily outside plant used to provide the facility. Rates are based on airline distance and fractional mileage will be rounded up to the next full mile.

 - (2) **The Channel Mileage Termination (Fixed).** The Channel Mileage Termination (Fixed) rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at Serving Wire Centers). If facilities are provided jointly by CenturyLink and another telephone company, the regulations, rates and charges of the other telephone company applies for the equipment and facilities furnished by the other telephone company. CenturyLink applies a 50% billing percentage to the Channel Mileage Termination (Fixed) rate on jointly-owned circuits, and applies 100% billing percentage on wholly-owned circuits.

- C. **Configuration Card.** The Configuration Card is described in Section 5.1 above.

- D. **OptiPoint Regeneration Charge.** An OptiPoint Regeneration Charge will be required when the actual fiber facility distance between Customer's premises and serving wire center exceeds SONET design limits. A monthly recurring OptiPoint Regeneration Charge will apply for each regenerator required for the provision of the Service.

6.2 Nonrecurring Charges.

- A. **OptiPoint Reconfiguration Charge.** If a new configuration is requested after the initial activation, CenturyLink will charge an OptiPoint Reconfiguration Charge on a per service basis. The OptiPoint Reconfiguration Charge is in addition to all applicable Configuration Card charges associated with the new configuration.

- B. **Optical Service Rearrangements.** Service rearrangements are changes to existing (installed) Services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a Customer designated premises. Changes in the type of service or service termination are treated as disconnects and starts. For service rearrangements involving OC3 or OC12

Service, a charge equal to one half the Optical Service Charge will apply for each node rearranged.

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

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

- 7.1 The minimum service period is 12 months. A TDP provides Customer with discounted rates for Service for a minimum service commitment. The minimum service commitment period will be identified in the Agreement All rate elements within the same Service facility must be ordered under the same commitment period. Customer must order the term plan in writing to CenturyLink.
- 7.2 Customer must specify the length of the initial service period at the time Service is ordered.
- 7.3 At the end of the term plan Customer may subscribe to a new term plan at CenturyLink's then-prevailing rates. If Customer does not specify renewal terms in writing 90 days prior to the expiration of the TDP, the commitment period and Service rates for the 12-month TDP will automatically be applied. If Customer does not specify renewal terms in writing prior to the expiration of the 12-month service period, the commitment period and the Service rates in effect at the time of expiration will automatically renew. Customer can terminate the Service at the end of the minimum commitment period with no penalty or obligation to continue the Service.
- 7.4 Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the term plan. If CenturyLink initiated rate increases to any rate element or combination of rate elements causes the charges for the entire Service under the term plan to increase by 10% or more annually, Customer may cancel the term plan without incurring termination liability charges provided Customer notifies CenturyLink within 30 days after the effective date of the rate increase.
- 7.5 Customer can extend term plan commitment periods at any time during the term of the plan, up to a maximum of 60 months. The number of remaining months in the original term plan will become part of the total term in the new term plan.

8. **EARLY TERMINATION LIABILITY.**

- 8.1 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. Customers may move Channel Terminations and not be subject to early termination liability providing the terms of the TDP are maintained.
- 8.2 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.