

**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:
EMBARQ® LOCAL EXCHANGE SERVICES
(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 Local Exchange Services (each, a "Service"). Services are provided by the local operating company serving Customer's location. The local operating company providing the Service is identified in the Agreement.

- 1. BUSINESS CUSTOMER SERVICE ELIGIBILITY.** Business service is a class of exchange service furnished to individuals whose use of the Service is primarily of a business, professional or occupational nature, and those whose listings in the directory denote business use of the service. Business service rates apply when service is furnished at a location used primarily for business, professional, trade, or occupational purposes.
- 2. SERVICE LIMITATION.**
 - 2.1** Some Services and Custom Calling Services are not available in all locations.
 - 2.2** The availability of service is also dependent upon CenturyLink's ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of the Service. If excessive costs are involved for the construction of facilities, additional charges will apply. See *Local Terms of Service: EMBARQ Line Extensions and Special Constructions Services* for a description of services and charges. Any special structural work required for supporting telephone wiring on Customer's premises will be provided at the expense of Customer.
 - 2.3** Where concealed telephone wiring is required on Customer's premises, Customer will furnish, install, and maintain the necessary outlet boxes and conduit in accordance with CenturyLink's specifications.
 - 2.4** Customer's Private Service Not for Public Use.
 - A.** Telephone service, other than "Public" and "Semi-Public" service, is furnished for the use of Customer or its employees or representatives except as service may be extended to CenturyLink-authorized joint users. Customer will not offer flat rate and message rate services in a location where the telephone would be accessible for use by Customer's patrons, or the public in general.
 - B.** If Customer permits public use of service furnished for private use, CenturyLink will thereafter provide "Public" or "Semi-Public" service except where Customer consents to the facilities being so located as to permit no public use.
 - C.** If it is found that Customer is sharing the Service, CenturyLink will require Customer to take joint user service, unless CenturyLink deems otherwise in its sole discretion.
- 3. ORDER TERM.** Unless otherwise indicated in a Service-specific description below or if Customer selects a term discount plan or other term commitment, 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 the Service is 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.
- 4. CHARGES.**
 - 4.1 Monthly Recurring Charges.**

- A. **Basic Local Exchange Service.** CenturyLink will charge Customer a monthly recurring charge (“MRC”) for Service depending on Customer’s location. Customer may choose from one of the following rate plans:
 - (1) Flat Rate Service
 - (2) Local Unit Calling Service (also referred to as Local Measured Service). Local Unit Calling is only available for Basic Local Exchange Service and is not available for bundled service.
- B. **Additional Services.**
 - (1) Certain additional Services and Custom Calling Services may have an additional MRC as described below.

4.2 Non-Recurring Charges. In addition, CenturyLink may charge the following non-recurring charges (“NRC”). These NRCs are more fully described in the *Local Terms of Service: EMBARQ Service Charges*.

- A. **Service Connection Charges.** These are NRCs applying to the ordering, installing, moving, changing, rearranging or furnishing of telephone service.
- B. **Premises Visit Charges.** These are NRCs for visits to Customer’s premises to perform work, other than to disconnect or repair, at Customer’s request.
- C. **Line Connection Charges.** These are NRCs for work performed by CenturyLink in its Central Office and in providing or rearranging the dropwire or outdoor circuit on Customer’s premises, including connection or reconnection of lines, Customer-requested number changes and restoration of Service for vacation or suspended service.
 - (1) A Central Office Charge will be assessed for work associated with establishing or changing line connection in the central office. One central office charge applies to each line connection established or changed.
 - (2) An Access Line Charge will be assessed for work associated with the placement and connection of, or inspection of, drop wires at the customer's premises, including placing and/or inspection of a protective device. One access line charge applies to each line connected.

4.3 Term Discount Plan.

- A. **Description.** A Term Discount Plan (TDP) provides Customer with 5 or more local basic exchange services, key trunks, or PBX trunks at the same location and billed under a single bill, or who have 5 or more local basic exchange services, key trunks, or PBX trunks at different locations and billed under a single bill, with discounted rates for individual local basic exchange services, key trunks, and PBX trunks. Fewer than 5 local basic exchange services, key trunks, or PBX trunks are not eligible. The discount includes the EAS rate component. CenturyLink, in its sole discretion, may limit the areas in which TDPs are available. Individual local basic exchange services, key trunks, and PBX trunks must be ordered under a TDP for fixed periods of 2 or 3 years. Customer must specify the length of service for individual local basic exchange services, key trunks, and PBX trunks at the time of ordering.
- B. At the end of the TDP commitment period, Customer may renew the TDP for another TDP commitment period. If Customer does not specify renewal terms in writing 90 days prior to the TDP’s expiration, the commitment period and the discount in effect at the time of expiration will automatically be extended for 12 months. Customer can terminate service at the end of the commitment period with no penalty or obligation to continue the service.
- C. Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. 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.

- D. If Customer disconnects any portion of the individual local basic exchange services, key trunks, and PBX trunks under a TDP prior to the end of the TDP, then a termination liability will apply to those services that are disconnected. The termination liability charge will be a one-time charge equal to the sum of 50% of the payments for the remainder of the TDP. If Customer drops below the threshold of 5 or more individual local basic exchange services, key trunks, and PBX trunks, Customer no longer qualifies for the TDP and the remaining individual local basic exchange services, key trunks, and PBX trunks will default to the then-current, standard month-to-month rates.

5. BASIC LOCAL EXCHANGE SERVICE DESCRIPTION.

5.1 Description.

- A. Basic Local Exchange Service is available through facilities owned and maintained by CenturyLink, and in multi-office exchanges is operated from the Central Office designated by CenturyLink. In certain exchanges extended service is furnished with availability of exchange service to other exchange areas of CenturyLink or of a connecting company. Foreign exchange service from other exchanges of CenturyLink or connecting companies may be furnished in designated areas.
- B. Toll service is furnished either by means of CenturyLink's toll lines or lines of a connecting company or both.
- C. CenturyLink reserves the right to provide local exchange service from any Central Office within the exchange area at its discretion.
- D. Basic Local Exchange Service will be provided within the exchange areas, base rate areas and special service rate areas designated by CenturyLink.

5.2 Priority of Establishment of Basic Local Exchange Service. Applications for Service will be completed in the order of their receipt insofar as practicable and economical. CenturyLink reserves the right to prioritize applications for service in accordance with the facilities available and as allowed by law.

5.3 Provision and Ownership of Facilities.

- A. CenturyLink will own, furnish, and maintain all facilities and protective apparatus necessary to provide Service to the point of connection with customer premises equipment. All facilities provided must conform to the established construction standards of CenturyLink.
- B. All facilities furnished by CenturyLink up to the protective device in connection with Customer's service will be carefully used and only duly authorized employees of CenturyLink will be allowed to alter in any manner any line facilities.

6. PBX SYSTEM AND KEY SYSTEM ACCESS LINES.

6.1 Private Branch Exchange Line Access.

- A. A PBX system permits telephone access to and control of outgoing Central Office lines (trunks) and features through dial access and/or switch hook control.
- B. Incoming Central Office lines are generally answered by the attendant and extended inward to the assigned stations. Incoming calls may be answered with dial access when the PBX is equipped with night answer arrangements.
- C. Dial access and/or switch hook control to Central Office lines require the exchange trunk rate for network access.

6.2 Key System Line Access. A Key System consists of one or more multi-button telephones and permits access to and control of a number of Central Office lines from key telephones through

direct button access. The access line charge is applicable to key telephone systems for network access.

6.3 Multi-function Systems.

- A.** A Multi-function system has evolved from the PBX and key systems and utilizes micro-processor computers.
- B.** Through programming, this system may become a PBX system with dial access trunks or a Key System with direct button access of each trunk or a combination of both systems.
- C.** Multi-function systems are further described in the FCC Rules and Regulations, Part 68, concerning the Registered Equipment list.
- D.** Multi-function systems require the exchange trunk rate for Central Office network access.

7. CUSTOM CALLING SERVICES

7.1 Custom Calling Services. Custom Calling Services may be furnished with single line Basic Local Exchange Service only. Services under this section will not be provided on FX, WATS, Coin Telephone Service, ISDN-BRI or ISDN-PRI. Custom Calling Services may not be available in all locations.

A. Anonymous Call Rejection. Anonymous Call Rejection allows Customer to route blocked calls to a prerecorded message which indicates to the calling party that the subscriber to Anonymous Call Rejection does not accept blocked calls. Blocked calls are calls that have been designated as private by a calling party by use of Caller ID Per Call.

B. Call Blocking/Screening Services.

- (1)** Per Call Blocking is automatically included with the provision of telephone service for single-line business customers. Per Call Blocking will be activated by CenturyLink at no charge.
- (2)** Before placing an outgoing telephone call, Customer may designate their number as private and prevent the delivery of their telephone number and name to the called party. On a per call basis, Customer dials the Per Call Blocking activation code which prevents their telephone number and name from being displayed.
- (3)** Per Call Blocking, when activated, will prevent the use of Return Call. For Return Call attributes, see that section within this annex.
- (4)** Local Public Access Lines are not eligible for per call blocking. Local Public Access Line numbers and name associated with the paystation will always display on a Caller ID unit.

C. Call Forwarding.

(1) Call Forward Features.

- (a)** Call Forwarding permits the forwarding of incoming calls under a variety of conditions to another telephone number either by dialing an activation code or via pre-programming by CenturyLink. Calls may be forwarded to any number subject to the availability of the necessary facilities in the Central Office from which the calls are to be transferred. Customer is responsible for applicable usage charges. Only one call forwarding arrangement, consisting of a single calling path, will be provided per exchange service line for which Customer subscribes to this Service.
- (b)** Call Forwarding may not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of usage charges that would regularly be applicable between the station

originating the call and the station to which the call is ultimately transferred.

(2) Call Forwarding.

- (a)** This Service permits the manual forwarding of incoming calls to another telephone number. When activated, all calls will forward; calls cannot be answered from a line with Call Forwarding activated. Call Forwarding overrides Call Forward/ No Answer and Call Forward Busy, but those Services resume functionality when Call Forwarding is deactivated.
- (b)** Call Forwarding provides the capability to control activation/deactivation and the forward-to number of the Service by using dialing tones.

(3) Call Forward/ No Answer.

- (a)** This Service permits the automatic forwarding of an incoming call to another telephone number when the called telephone remains unanswered for a predetermined number of rings, usually four or five.
- (b)** Where facilities are available, this Service also includes Call Forwarding of Call Waiting when Customer is also subscribed to Call Waiting or Enhanced Call Waiting. Call Forwarding of Call Waiting forwards unanswered waiting calls to a customer-designated telephone number using Call Waiting and Call Forward/No Answer. An incoming call to a busy line first receives a Call Waiting tone. If the call is not answered within a set period of time, the incoming call is forwarded to a customer-designated telephone number.
- (c)** Call Forward No Answer-Fixed. This Service is activated and the Customer selects forward-to number is preprogrammed by CenturyLink at the time Service is established and can only be changed via service order.

(4) Remote Call Forwarding.

- (a)** Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a RCF subscriber's telephone number in an exchange (the call forwarding location) is automatically forwarded by CenturyLink facilities to another station (the terminating station) designated by the RCF subscriber, which is located in a different exchange or within the same exchange.
- (b)** RCF will be available in those Central Offices equipped to provide such services.
- (c)** RCF is not offered where the terminating station is a coin telephone.
- (d)** RCF may be forwarded to an 800 number.
- (e)** RCF is subject to transmission limitations, so that the quality of transmission of calls which are forwarded may vary depending on the distance and the routing necessary to complete each call and normal transmission is not guaranteed on any forwarded call. This Service is not represented as being suitable for the transmission of data or for connection to other services beyond the premises of the terminating primary station.
- (f)** RCF is provided on the condition that Customer subscribes to sufficient access lines at the terminating location to adequately handle calls from

the RCF location without interfering with or impairing any services offered by CenturyLink.

- (g) If, in the opinion of CenturyLink, additional RCF lines at the call forwarding location or access lines at the terminating location are needed, CenturyLink will notify Customer and request Customer to correct the facility deficiency. If the facility requirement is not corrected within 10 days, the RCF service is subject to disconnection.
- (h) RCF customers are entitled to one listing in each of the alphabetical and yellow page sections of the local telephone directory at no additional charge.
- (i) CenturyLink will not provide identification of the originating telephone number to the RCF subscribers.
- (j) A local telephone number is assigned to the Service. When that number is dialed, the call will be forwarded to the distant location. Multiple calls may be forwarded through multiple RCF (LENS) numbers; however, these would be limited to the number of access lines to which the calls are being forwarded.
- (k) The message charges applicable to remotely forwarded calls will apply on a usage basis, typically on a per-minute basis, and will be comprised of two separate charges: (a) a charge if applicable, for that portion of the call from the originating station to the Call Forwarding location, and (b) a charge for that portion of the call from the Call Forwarding location to the terminating station.

(5) Call Forward Busy.

- (a) This Service permits the automatic forwarding of an incoming call to another telephone number when the called telephone is already in use. Customer may not use Call Forward Busy to extend calls on a planned and continuing basis to intentionally avoid the payment of Rotary Line/Hunting Service.
- (b) **Call Forward Busy-Fixed.** This option is activated and the Customer-selected forward-to number is preprogrammed by CenturyLink at the time service is established and can only be changed via a service order.

D. Three-Way Call Conferencing.

- (1) Three-way Call Conferencing allows Customer to add a third party to the existing originating or terminating call. At any time during the call, the added party may hang up without affecting the original connection.
- (2) There are no restrictions on the number of times a new party may be added or dropped from an existing call.

E. Repeat Dialing.

- (1) By dialing the Repeat Dial activation code, Customer directs the Central Office to recall the telephone number of the last outgoing call from his telephone. The Central Office will redial the telephone number whether or not the original call was answered, unanswered or busy.
- (2) If the redialed number is busy, the Central Office will monitor the status of that line for up to 30 minutes. When the line becomes available, the Repeat Dial Subscriber will be signaled with a distinctive ring. When Customer lifts the handset, the call will be automatically dialed.

F. Return Call.

- (1) By dialing the Return Call activation code, Customer directs the Central Office to recall the telephone number of the last incoming call to their telephone. Customer can return a call without knowing the telephone number of the calling party, unless the calling party has activated Per Call Blocking or All Call Blocking as described in the applicable section of this annex.
- (2) If the recalled number is busy, the Central Office will monitor the status of that line for up to 30 minutes. When the line becomes available, the Return Call Subscriber will be signaled with a distinctive ring. When Customer lifts the handset, the call will be automatically dialed.

G. Selective Call Acceptance.

- (1) Selective Call Acceptance screens incoming calls and restricts the acceptance of calls to only those from preprogrammed telephone numbers. Calls from any other telephone number are denied access and are redirected to a prerecorded message.
- (2) Customer can establish a Selective Call Acceptance list of 12 telephone numbers or less. Customer can program and edit the designated telephone numbers by dialing an access code and following the recorded announcements.

H. Selective Call Forwarding.

- (1) Selective Call Forwarding allows Customer to designate telephone numbers that are to be forwarded on future incoming calls. Customer also designates a remote telephone number to which the incoming calls will be forwarded.
- (2) Customer can establish a Selective Call Forward list of 12 telephone numbers or less. Customer can program and edit the designated telephone numbers by dialing an access code and following the recorded announcements.

I. Selective Call Ring.

- (1) Selective Call Ring allows Customer to designate telephone numbers that will be automatically identified by a distinctive ring or call-waiting tone (short-long-short). However, Customer will receive the call waiting tone (short-long-short) only if Customer also subscribes to Call Waiting.
- (2) Customer can establish a Selective Call Ring list of 12 telephone numbers or less. Customer can program and edit the designated telephone numbers by dialing an access code and following the recorded instructions.

J. Selective Call Rejection.

- (1) Selective Call Rejection allows Customer to designate telephone numbers that are to be denied access on future incoming calls. Rejected calls are redirected to a prerecorded call rejection message.
- (2) Customer can establish a Selective Call Rejection list of 12 telephone numbers or less. Customer can program and edit the specified telephone numbers by dialing an access code and following the recorded instructions.

K. Signal Ring and Call Services.

- (1) Signal Ring enables Customer to identify an incoming call by having up to three additional directory numbers (Secondary Directory Numbers) assigned to their main access line (Primary Directory Number). Each Secondary Directory Number is assigned a distinctive ring to enable Customer to determine which number or person is being called. Signal Ring is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls.
- (2) Each Secondary Directory Number is entitled to one directory listing. If any Customer requests a Secondary Directory Number as a business listing, the

Primary Directory Number will be considered a business access line and the applicable business rates will be charged to Customer.

- (3) Any Custom Calling Services assigned to the Primary Directory Number will work in conjunction with the Secondary Directory Numbers.

L. Speed Dial.

- (1) Speed Calling allows Customer to establish and change a list of seven digit telephone numbers which may then be accessed by dialing a one or two digit code.
- (2) Customer may subscribe to an eight number list for one digit speed calling or a 30 number list for two digit speed calling but may not subscribe to both on the same line.

M. Call Within.

- (1) Call Within allows Customer to communicate between telephone instruments connected to the same primary access line.
- (2) Customer, by dialing their own telephone number, is instructed via a recorded announcement to hang up the telephone receiver until ringing stops. When Customer hangs-up, ringing current is applied to the line and all instruments equipped will ring.
- (3) When another telephone on the line is answered, ringing stops. The originator of the call then picks up his receiver and communication begins.

N. Warm Line. This Service will dial a predesignated telephone number if dialing has not begun within the preset delay interval after the telephone goes off-hook. CenturyLink will not be liable for any errors, omissions or failure associated with the programming, transmission, or receipt of a signal to or at a predesignated number.

O. Toll Restriction.

- (1) Toll Restriction prevents the completion of certain types of calls.
- (2) Restriction of access to operator services prevents Customer from dialing an operator for all purposes, including emergencies, assistance and the placing of toll calls. Operator Services will not be accessible from a line with Toll Restriction services options (e) or (f), described below.
- (3) All local calls and non-chargeable calls to CenturyLink numbers (such as repair service) will be permitted.
- (4) Customer may select one of the following toll restriction services options available:
 - (a) **Total Restriction.** Blocks all outgoing calls that have a long distance charge. (Does not block 1+800.)
 - (b) **Limited Restriction.** Only the local operator can be reached thus allowing intraLATA operator assisted calls for which Customer is responsible.
 - (c) **Selective Carrier Restriction.** Blocks only casual calling (101XXXX). All other services available as provided by the customer's primary carrier.
 - (d) **Total Restriction.** Blocks all outgoing 1+ calls including 1+800.
 - (e) **Toll and Casual Dialing Restriction –Option 1 (Includes Toll Free Code Numbers)**

- 1+ DDD
- 0-, 0+, 00- 01/011+DDD to numbers outside the North American Numbering Plan
- Directory Assistance (411, 1411, 555-1212, 1-555-1212, 1-NPA-555-1212)
- 101XXXX access to toll numbers
- Toll Free Code numbers (1 + 800, 1 + 888, etc.)
- N11, 500, 700, 900, 976
- (Allows 1+710 and 911 calls)

(f) Toll and Casual Dialing Restriction – Option 2 (Excludes Toll Free Code Numbers)

- 1+ DDD
- 0-, 0+, 00-
- 01/011+DDD to numbers outside the North American Numbering Plan
- Directory Assistance (411, 1411, 555-1212, 1-555-1212, 1-NPA-555-1212)
- 101XXXX access to toll numbers
- N11, 500, 700, 900, 976
- (Allows toll free, 1+710 and 911 calls.)

(g) Toll and Casual Dialing Restriction – Option 3 (Excludes 01/011, +DDD to numbers outside the North American Numbering Plan)

(h) 800 Restriction. Blocks all outgoing calls to 800 telephone numbers.

(i) International Restriction. Blocks all outgoing calls dialed 011+. (Certain line classes such as: hotels, hospitals, private pay telephones, etc., may request international blocking offered in the Embarq Local Operating Companies Tariff F.C.C. No. 1.)

(5) Customers with toll restriction service are responsible for all collect calls accepted or third number calls billed from their numbers.

(6) Where facilities allow, N11 (except 411) will only be restricted if the call terminates outside the local calling area or to a non-toll-free number.

P. 900 Blocking Service. 900 Blocking Service blocks all outgoing calls to 900 service telephone numbers. The Service is available on all line classes. The offering of 900 Blocking Service is limited to the capacities and capabilities of the Central Office so equipped with electronic switching equipment. There is no monthly recurring or nonrecurring charge for 900 Blocking services on initial or subsequent requests.

8. CUSTOM CALLING SERVICE PACKAGES.

8.1 From time to time, CenturyLink may offer certain Custom Calling Services together for a bundled MRC.. No change will be made in Custom Calling Services offered in a Custom Calling Service Package. If Customer request a disconnect or change of any Custom Calling Service, the individual Custom Calling Service rates will apply.

8.2 The Service Order Change Charge does not apply when upgrading to a Custom Calling Service Package. All applicable Service Connection Charges apply for new Basic Local Exchange Service or when Customer moves Service from one location to another.

9. TIE LINE SERVICE.

9.1 Description of Service. TIE Lines provide for the interconnection of private branch exchange systems. TIE lines may be provided between PBX systems of the same or different customers.

9.2 Charges.

- A. Where TIE lines are provided between two or more PBX systems within the same CenturyLink serving Central Office area, transport charges are not applicable.
- B. Where TIE lines are provided between two or more of CenturyLink's Central Office areas, mileage charges are applicable based on the airline distance between the serving offices.
- C. Where additional conditioning equipment is required to increase the signaling range to amplify signals which may be too weak due to the distance involved, equipment may be provided by Customer or CenturyLink for an additional charge.
- D. TIE lines will be billed as Voice Grade Private Line 2-wire or 4-wire service. The MRC consists of (1) Channel termination charge, (2) Channel mileage charge and (3) optional features and functions.

10. DIRECT INWARD DIALING (DID) SERVICE.

- 10.1** DID service permits calls incoming to customer premises equipment requiring outpulsing of digits from the network to reach a specific station line without the assistance of an attendant. DID Service is provided subject to the availability of facilities and telephone numbers.
- 10.2** DID service includes Central Office switching equipment necessary for in-dialing from the network directly to stations associated with customer premises switching equipment. DID service is required to maintain an adequate number of trunks as determined by CenturyLink in order to provide quality grade of service and prevent network degradation.
- 10.3** The Service must be provided on all lines in a trunk group arranged for inward service. Where DID is required on more than one group of trunks or Central Office lines, each such group shall be considered as a separate DID service.
- 10.4** The assignment of telephone numbers and the sequence of the numbers assigned to a DID service is made at the discretion of CenturyLink. Where the equipment configuration requires the assignment of blocks of telephone numbers or where Customer requests additional blocks of telephone numbers held in reserve for future use, rates and charges are applicable for each unused block of telephone numbers.
- 10.5** The rates contemplate the use of standard CenturyLink equipment and serving arrangements. When equipment or service of a special type arrangement is requested and provided, rates and charges are based on costs involved meeting the individual requirements of each case.
- 10.6** Operational characteristics of interface signals between CenturyLink-provided facilities and the customer-provided switching equipment must conform to the rules and regulations CenturyLink considers necessary to maintain proper standards of service.
- 10.7** Directory listings will be provided in accordance with that separate, service-specific annex within the Local Terms of Service. DID numbers furnished herein are not entitled to directory listings without charge. Where clients of a subscriber to DID service have no local exchange service but want to list one of these numbers, Shared Tenant Service will be applicable.
- 10.8** All switching systems provided this service must be arranged to provide for the intercepting of reserved, idle and/or unassigned station numbers
- 10.9** At Customer's request and at the discretion of CenturyLink, subject to operating limits and the availability of facilities, DID service may be provided outside Customer's normal serving Central Office. Where a DID trunk group is served from a Central Office other than Customer's normal serving Central Office, the appropriate mileage rates for Foreign Exchange service,
- 10.10** In addition to the MRC, Service Charges, as more fully described in the *Local Terms of Service: Service Charges*, are applicable to the establishment or rearrangement of trunks and numbers in connection with providing DID service.

- 10.11** Installation charges for DID Central Office switching equipment are not applicable if Customer presently subscribes to DID service and changes the type of customer premises switching equipment. The following provisions apply:
- A.** Customer must maintain at least the same level of DID service requirements.
 - B.** The replacing customer premises equipment must be served by the same Central Office as the existing customer premises equipment.
 - C.** Central Office switching equipment additions or modifications must not be required in order to provide DID service to the replacing customer premises switching equipment.
 - D.** Rates and charges are applicable to additional DID service requirements which exceed Customer's existing level of DID arrangements.

11. CALL REJECTION SERVICE.

- 11.1** Call Rejection Service enables the identification, by CenturyLink operators, of non-sent-paid calls from establishments which do not permit sent-paid calls. This service will allow users of the Service to place only calls which are charged to the called telephone (collect).
- 11.2** Call Rejection Service is available to hospitals, hotels, motels, correctional institutions, and other such institutions only where facilities permit.
- 11.3** This service will be provided by a separate trunk group which will not allow incoming calls.

12. INTERCEPT PLUS.

- 12.1** Intercept Plus is an offering for customers who have moved or changed their telephone number and wish to have their calls automatically forwarded to the new number.
- 12.2** Incoming calls to the disconnected number are intercepted and a recorded announcement states that the number has been changed, gives the new telephone number and advises the caller that if they remain on the line, the call will be connected.
- 12.3** This Service is offered for a minimum Order Term of three months but may be extended to a maximum of one year upon request from Customer.
- 12.4** CenturyLink is not liable for any errors, omissions or failure associated with the programming, transmission or receipt of a telephone number in connection with this service.

13. CALL TRAP.

- 13.1** A Call Trap traces, identifies and records the telephone numbers of incoming calls to a designated telephone number. A Call Trap will be provided only to federal, state and local government law enforcement agencies (including but not limited to State and Federal Attorney Generals' offices), under the following circumstances as applicable:
- A.** To assist a law enforcement agency, upon a written request received by such agency from a customer of CenturyLink, in tracing a telephone call pursuant to applicable laws or regulations; or
 - B.** In response to a court order.
- 13.2** The law enforcement agency must provide CenturyLink with the following before CenturyLink will implement a Call Trap. This provision may be waived in cases where the law enforcement agency indicates, in writing, that an emergency exists involving imminent danger to any person.
- A.** Under the circumstances outlined above, a letter from the law enforcement agency which requests implementation of the Call Trap and a written authorization from CenturyLink's customer acknowledging the customer's agreement to pay the Call Trap charge; or
 - B.** A copy of the Court Order.

- 13.3** Information obtained from a Call Trap can be provided on a daily or weekly report as requested by the law enforcement agency. The information will be released only to the law enforcement agency, and to no other person or customer.
- 13.4** CenturyLink is not be liable to any person or entity for any claim, loss or damage arising out of or in any way connected with any defect, error, omission, delay, mistake, interruption or other failure in connection with the furnishing of service or facilities.
- 13.5** In situations where the Call Trap functionality is activated by a subscriber, information pertaining to nonpublished numbers will be provided to the authorized law enforcement agency upon request.
- 13.6 Charges.**
- A.** When the Call Trap is implemented as described in Section 13.1.A above, CenturyLink will charge the customer who requested the Call Trap through the law enforcement agency.
 - B.** When the Call Trap is implemented as described in Section 13.1.B above, CenturyLink will charge the law enforcement agency which requested the Call Trap from CenturyLink.
 - C.** Charges apply to each telephone number for which a Call Trap is implemented.
- 14. LOCAL OPERATOR VERIFICATION/INTERRUPT SERVICES.**
- A.** Where facilities and operating conditions permit, CenturyLink operators may verify a busy line condition and/or interrupt a conversation in progress at the calling party's request.
 - B.** No charge will apply when CenturyLink operators find the called telephone to be out of order.
- 15. PERSONAL MESSENGER SERVICE.** Personal Messenger is a network prompted usage sensitive service that on a "busy" or "no answer" condition, allows the calling party to leave a message for the called party. When Customer accepts Personal Messenger, Customer is then prompted by a messaging server to record a message, up to 30 seconds. CenturyLink network will attempt to deliver the message every 30 minutes for up to 12 hours. Delivery is not attempted between the hours of 10:00 p.m. and 8:00 a.m. Blocking of this service for the calling party is available at no charge upon Customer's request.
- 16. TEMPORARY SERVICE OR SPECULATIVE PROJECTS.**
- 16.1 Description of Service.** CenturyLink will furnish temporary service or service to speculative projects under the following conditions:
- A.** At CenturyLink's discretion, an applicant for service may be required to pay in advance the net cost of installing and removing any facility necessary in connection with furnishing of service.
 - B.** An applicant may be required to deposit with CenturyLink, before service will be furnished, a sum of money which CenturyLink considers necessary to assure adequate protection from loss of revenue, or to otherwise secure, in a manner satisfactory to CenturyLink, the payment of any bills which may accrue by reason of such service so furnished or supplied.
 - C.** Nothing in these terms and conditions will be construed as limiting or in any way affecting CenturyLink's right to collect from Customer any other or additional sum of money which may become due and payable to CenturyLink from Customer by reason of the service furnished or to be furnished hereunder.
 - D.** All charges for service apply to temporary services or service to speculative projects.
- 16.2 Change from Temporary to Permanent Status.** If a payment is made as described in this section in circumstances under which a line extension charge would otherwise apply, and the customer operates for 36 consecutive months the facilities for which the service was established and his operations at the end of that time have proven their permanence to the satisfaction of

CenturyLink, the payment pursuant to this section will be adjusted to the terms of the line extension rule.

17. SHARED TENANT SERVICE (STS).

17.1 Description of Service. CenturyLink will provide STS to a Provider who intends to provide service to End Users who occupy business property or Transient Apartments, all on Contiguous Property under Provider's common control or ownership.

17.2 Definitions. For purposes of this section only, the following defined terms apply.

- A. Contiguous Property** means a single parcel of land or adjoining parcels of land which are touching at a point, an edge or along a boundary, without interruption, or would be touching at a point, edge or along a boundary if not intersected or traversed by a public thoroughfare or right-of-way.
- B. End User** means a person who subscribes to telecommunications services from a Provider, or a person within the boundaries of a Shared Tenant environment who subscribes to the telecommunication services of CenturyLink.
- C. Point of Demarcation** means the point of interconnection between a telephone company's communications facilities and its protective apparatus and the terminal equipment or wiring at Provider's premises.
- D. Provider** means a person who subscribes to a STS from CenturyLink and redistributes the service to End Users on Contiguous Property under Provider's common control or ownership. Provider does not include a person who provides telephone service accessible to providers or end users of pay phones, hotels, motels, universities or hospitals.
- E. Shared Tenant Service (STS)** means a business service provided by CenturyLink to Provider which terminates at a point of demarcation. The service is redistributed by Provider to End Users.
- F. Transient Apartment** means an apartment in a complex with multiple units, a residential hotel, an apartment hotel, a complex of time-share condominiums, or other complex on contiguous property, in which the average length of stay per room, unit or apartment as calculated for the entire complex is not more than 30 days.

17.3 Responsibility of CenturyLink.

- A.** CenturyLink will furnish facilities to the Point of Demarcation suitable for STS and maintain and operate the facilities in a manner that ensures the timely delivery of services.
- B.** CenturyLink will notify Provider that it requires access to Provider's facilities when an End User orders service directly from CenturyLink.
- C.** If facilities to serve End User are not available from Provider, CenturyLink will provide the necessary facilities at End User's expense.
- D.** CenturyLink may collect additional charges from Provider for the cost of special construction if one or more of the following conditions exist:
 - (1)** CenturyLink has no other requirement for the facilities constructed at the request of Provider.
 - (2)** Provider wishes to furnish telecommunications service using a type of facility, or via a route, other than that which CenturyLink would otherwise use in furnishing the requested service.
 - (3)** Provider requests the construction of more facilities than are required to satisfy its order for service.

- (4) Provider requests expedited construction and compliance with the request results in added cost to CenturyLink.
- (5) Provider requests that CenturyLink construct temporary facilities until permanent facilities are available.
- (6) The order for service placed by Provider causes CenturyLink to incur extraordinary costs resulting from the abandonment of facilities previously installed to provide service to the location served by Provider.
- (7) CenturyLink will respond only to service calls made by Provider or Provider's agent who is designated in a letter of authorization received from Provider. All applicable service charges will apply if CenturyLink visits the premises in response to a report of a problem and determines that the problem is on Provider's side of the Point of Demarcation.
- (8) CenturyLink will respond to a service call made by an end user only if that end user is a direct customer of CenturyLink. All applicable service charges will apply if CenturyLink visits the premises in response to a report of a problem and determines that the problem is on the provider's side of the point of demarcation.

E. Responsibility of Provider.

- (1) A Provider who requests STS to serve End Users in Transient Apartments must provide to CenturyLink, at the time of the request and annually thereafter, a sworn verification, signed by an officer or other authorized representative of Provider, that the site to which STS is or will be provided meets the definition of Transient Apartment.
- (2) Responsibility of Provider to End User.
 - (a) Provider will not require End Users to subscribe to its services.
 - (b) Provider will inform End User of the right to subscribe to telecommunication services directly from CenturyLink before Provider establishes service with End User.
 - (c) Provider must obtain written acknowledgment from each End User of STS, at the time End User requests service from Provider that:
 - i. End User is aware of and may, at any time, obtain service from CenturyLink at no charge from Provider to End User.
 - ii. Provider is the sole contact for End Users for all questions, service problems and billing disputes related to the services provided by Provider (i.e., not for CenturyLink services).
 - iii. End User may subscribe to listings in CenturyLink's directory through the Provider.
 - iv. End User has unlimited access to local and intraLATA operator services, emergency 911 service and other emergency services.
 - v. End User is aware that the telephone numbers assigned to Provider for use by End Users are the property of CenturyLink and not of the Provider or End User.
 - vi. End User is aware that if Provider ceases to provide STS, he may be required to pay applicable service connection charges and charges associated with establishing service with CenturyLink for special construction from the Point of Demarcation to the premises where the telephone is located.

- vii.** End User is aware that CenturyLink may interrupt service if Provider fails to pay for the service.
- viii.** End User in a Transient Apartment may access long distance operator services by dialing an 800 access number or, where facilities permit, a 101XXXX 0+ access number.
- (d)** Provider must retain the written acknowledgment described in this section for at least three months after the termination of the service provided to End User.
- (e)** Provider will provide End User with Provider's telephone number for repair services when Provider establishes service with End User.
- (f)** Provider must separately identify all charges for local service that it provides on End User's bill.
- (g)** Provider must not charge End User for STS if End User is a customer of CenturyLink.
- (h)** End User must contact Provider for any problems related to the services provided in connection with STS. CenturyLink is not responsible to End User for those services.
- (i)** At the request of an End User:
 - i.** Provider will subscribe to the listings in CenturyLink directory on behalf of End User.
 - ii.** Provider will contact CenturyLink to initiate new listings and cancel existing listings in CenturyLink's directory.
 - iii.** Provider will pay the applicable rates for the listings.
- (j)** Provider will inform End Users of the method for obtaining access to CenturyLink.
- (k)** Provider will provide unlimited access to local and intraLATA operator services, emergency 911 service and other emergency services.
- (l)** Provider will provide End Users with clear dialing instructions for access to the services if the required dialing sequence differs from that used by CenturyLink.
- (m)** A Provider who serves a Transient Apartment must allow an End User who occupies the apartment access to the long distance operator services desired by the end user by dialing an 800 access number or, where facilities permit, a 101XXXX 0+ access number.
- (3)** Responsibility of the Provider Regarding Facilities/Routing
 - (a)** The facilities of a Provider that are connected to the facilities of CenturyLink must:
 - i.** be installed in accordance with FCC 74 C.F.R. Part 68.
 - ii.** comply with all other technical standards with which CenturyLink must comply.
 - (b)** Provider may purchase or lease from CenturyLink the existing inside wire facilities of CenturyLink which are on Provider's side of the Point of Demarcation to provide its service to End Users.

- (c) Provider is responsible for all cable facilities and all aspects of service on its side of the Point of Demarcation, including installation, repair, maintenance and replacement of such facilities.
 - (d) Provider will verify to the best of its ability that any service problem is on CenturyLink's side of the Point of Demarcation before reporting the problem to CenturyLink.
 - (e) Provider must route all local calls to CenturyLink.
 - (f) Provider must hard wire all End Users it serves directly to the switch used by Provider to serve those End Users.
 - (g) The provider may not provide an extension from its switch to End Users in a building or complex of buildings unless the extension is on the same Contiguous Property. For a charge, CenturyLink will provide extension service terminating at an answering service or at a private residence outside the Contiguous Property boundary if requested by the End User.
 - (h) Provider is responsible for the through transmission of signals generated by Provider's equipment, or for the quality or defects in that transmission.
 - (i) Provider is responsible for reception of signals by Provider's equipment or systems.
 - (j) Provider is responsible for all damage to Provider's terminal equipment or systems because of testing by Provider.
 - (k) Provider will grant CenturyLink at no charge:
 - i. use of its inside wire facilities on Provider's side of the Point of Demarcation to provide service to End Users who choose to subscribe directly to the telecommunications services of CenturyLink.
 - ii. alternative pathways, such as conduit, easements or rights-of-way, if CenturyLink needs to reinforce or install additional cable because Provider fails to furnish adequate telecommunication service to End Users.
- (4) Responsibility of the Provider Regarding Billing.
- (a) Provider will collect bills rendered for its telecommunication and billing services and for the use of its facilities.
 - (b) Provider will resolve billing disputes with its End Users.
 - (c) Provider will pay all local and toll charges and make appropriate deposits with CenturyLink as required, even if Provider cannot collect the fees for its services from its end user.
 - (d) If Provider fails to pay a bill, CenturyLink may terminate service.
 - (e) If Provider terminates service or CenturyLink terminates service before Provider fully pays all charges for installation and special construction, Provider will pay the balance of the charges in full.

17.4 Restrictions.

- A. CenturyLink will not provide STS to a prospective provider who intends to serve end users who occupy single-family residential dwellings or apartments in a complex with multiple units.

- B. Provider will not resell intrastate long distance service unless Provider obtains a certificate of public convenience and necessity (CPCN) to provide long distance service. If Provider obtains a CPCN for the resale of long distance service, it will be subject to all applicable the regulations for that portion of its operations.
- C. Provider may not provide STS and resell intrastate service out of the same switch unless Provider demonstrates that the switch is partitioned in such a way that the volume of telephone calls for the different classes of End Users is clearly segregated to enforce the regulations, orders, decisions, terms and conditions, and tariffs applicable to each class of service.
- D. Provider may not use intraLATA or interLATA networking of STS switches.
- E. Provider may obtain intraLATA private line service between exchanges directly from CenturyLink, provided that the service terminates at the premises of the provider for the private use of the provider.

18. CALL BLOCKING AND SCREENING SERVICES

18.1 500 and 900 Call Blocking. This service allows information providers (Sponsors), Interexchange Carriers (IXCs) who provide billing and collection service for sponsors and residence, and business subscribers to request CenturyLink to block the origination of all 500 and 900 direct dialed "Pay-Per-Call" type services provided by Sponsors. A 500 and 900 blocked call will be diverted to a company-provided intercept announcement.

- A. 500 and 900 Call Blocking is available only where facilities and conditions permit and where necessary modification to provide the service can feasibly be made at CenturyLink's central office. Subject to this limitation, 500 and 900 Call Blocking is permitted from all business individual and trunk lines.
- B. 500 and 900 Call Blocking is available only for Customer-dialed, station-to-station calls, and only blocks all "Pay-Per-Call" type services and cannot be implemented to block specific programs. 500 and 900 Call Blocking blocks all calls to "Pay-Per-Call" type services from that line.
- C. Customer requested 500 and 900 Call Blocking will be removed from a residential or business individual and trunk line only after receipt of written letter from a Customer-authorized representative.
- D. The Sponsor or IXC must certify to CenturyLink that notification was given to Customer of possible blocking of "Pay-Per-Call" type services for non-payment before CenturyLink will provide Sponsor or IXC the requested 500 and 900 Call Blocking. Upon Customer's proof of payment or other satisfactory resolution of its business account, or upon notice by the Sponsor or IXC, sponsor-requested blocking will be removed by CenturyLink.

18.2 Billed Number Screening Service.

- A. This service is available to subscribers of CenturyLink's local exchange services. This service is intended to prevent the charging of collect and/or third number billed calls to a customer's telephone number.
- B. CenturyLink will place information required to utilize billed number screening service in the Line Information Database (LIDB) or other database necessary to implement billed number screening service. In the event a call is placed and charged to a number which should have been prevented by billed number screening, CenturyLink makes no guarantee and assumes no liability arising out of the use or misuse of billed number screening service by any other entities, including, but not limited to, interexchange carriers. CenturyLink is fully responsible for calls charged to numbers, which should have been prevented by billed number screening service, that originate and terminate within CenturyLink's service territory, and are carried over no other carrier's network or facilities. Billed number screening service is offered subject to the availability of suitable facilities.