

CenturyLink Communications, LLC
d/b/a Lumen Technologies Group

Missouri Catalog No. 1

6th Revised Title Sheet
Cancels 5th Revised Title Sheet

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MISSOURI CATALOG No. 1

(T)

Applying to the provision of Competitive Local and Interexchange Telecommunication Services

As provided by

CenturyLink Communications, LLC **d/b/a Lumen Technologies Group**

(C)

(formerly known as Digital Teleport, Inc. and CenturyTel Fiber Company II, LLC)

(N)

Whether offered under that name, or the trade or brand name CenturyLink or Lumen

(C)

In the state of Missouri

ADOPTION NOTICE

(N)

Effective September 14, 2020, CenturyLink Communications, LLC registered and began operating under the fictitious name Lumen Technologies Group. As such, CenturyLink Communications, LLC d/b/a/ Lumen Technologies Group hereby adopts, ratifies and makes its own, in every respect as if the same had been originally published or filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, published or filed with the Missouri Public Service Commission, State of Missouri, by or adopted by CenturyLink Communications, LLC prior to September 14, 2020.

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This Catalog **No. 1** contains Local and Intrastate Rates and Charges for services offered on a detariffed basis effective October 1, 2014.

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On August 29, 2014, CenturyLink Communications, LLC notified the Missouri Public Service Commission of its intention to withdraw P.S.C MO. No. 1, at which time at which time the terms, conditions, rates and charges previously in effect in P.S.C. MO. No. 1 were incorporated into this Missouri Catalog No. 1. CenturyLink Communications, LLC earlier adopted P.S.C MO. No. 1 on May 5, 2014 when CenturyTel Fiber Company II, LLC d/b/a LightCore, changed its name to CenturyLink Communications, LLC.

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P.S.C. MO. No. 1 was originally filed by Digital Teleport, Inc. and was adopted by CenturyTel Fiber Company II, LLC on May 31, 2003. CenturyTel Fiber Company II, LLC subsequently adopted the fictitious name d/b/a LightCore.

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WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-94-145, the following rules and regulations have been waived for purposes of offering network services as set forth herein.

Statutory Provisions

Section 392.240 (1)	Ratemaking
Section 392.270	Valuation of property (ratemaking)
Section 392.280	Depreciation accounts
Section 392.290	Issuance of securities
Section 392.310	Stock and date issuance
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization(s)

Commission Rules

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010 (2) (C)	Rate schedules
4 CSR 240-30.060 (5) (B) through (0)	Records re: ratemaking
4 CSR 240-32.030 (1) (B)	Exchange boundary maps
4 CSR 240-32.030 (1)(C)	Record keeping
4 CSR 240-32.030 (2)	In-state record keeping
4 CSR 240-32.050 (3)	Local office record keeping
4 CSR 240-32.050 (4)	Telephone directories
4 CSR 240-32.050 (5)	Call intercept
4 CSR 240-32.050 (6)	Telephone number changes
4 CSR 240-32.070 (4)	Public coin telephone
4 CSR 240-33.030	Minimum charges rule

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CATALOG FORMAT

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A. Sheet Numbering

Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the **catalog**. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 8 and 9 would be 8.1.

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B. Sheet Revision Numbers

Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version **in effect**. For example, the fourth revised sheet 23 cancels the third revised sheet.

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REFERENCE SHEET

Concurring Carriers

None

Connecting Carriers

None

Other Participating Carriers

None

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EXPLANATION OF SYMBOLS

- D - Deleted text or discontinued service or rate.
- I - Increased rate.
- M - Moved text from another **catalog** location.
- N - New Text.
- R - Reduced rate.
- T - Text changed without change to any rate or regulation.
- C - Substantive Change to rate or regulations.**
- Z - Correction**

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SERVICE MARKS, TRADEMARKS AND TRADE NAMES

The following list of service marks, trademarks and/or trade names, which may be used for services offered herein are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by CenturyLink Communications, LLC with express permission. Service mark and trademark designations will not be listed hereafter in this Competitive Access Service Tariff. However, the laws regarding service marks and trademarks are applicable. Service marks, trademarks, and trade names that are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. cannot be used by another party without authorization.

Service Mark/Trademark:

CenturyLink®
Lumen®
Lumen Technologies®

Trade Name:

CenturyLink
Lumen

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I. GENERAL

This **Missouri Catalog No. 1** sets forth the terms, conditions, and rates applicable to intrastate, dedicated non-switched communications services (“services”) offered by **CenturyLink Communications, LLC d/b/a Lumen Technologies Group (hereafter referred to as “Company”)**, **whether offered under that name or the brand names CenturyLink or Lumen.**

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The Company’s services are provided over digital, microwave and fiber optic facilities, and are intended for large business customers, including other carriers, requiring high transmission capacity.

The services are suitable for transmission of digital signals such as digitally encoded voice band signals, one way or two-way transmissions of data at speeds ranging up to 45 mb.

The regulations governing the provision and use of services offered under this **Missouri Catalog No. 1** are set forth in Section II **following**. Service descriptions and rates are set forth in Sections III and IV, respectively.

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II. REGULATIONS

A. Definition of Terms

Certain terms used throughout this **Missouri Catalog No. 1** are defined below.

(T)

Authorized User

“Authorized User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to be connected to a Service.

Network Control Center

“Network Control Center” means the Company’s facility used to terminate traffic on the Network.

Channel

“Channel” means a communications transmission path between two (2) or more points on the Network.

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a written service agreement, orders Service(s) under this **Missouri Catalog No. 1**.

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II. REGULATIONS

A. Definition of Terms (Cont'd)

Customer Premises Equipment ("CPE")

"Customer Premises Equipment" or "CPE" means equipment connected to the Network at the Subscriber's side of the Network Interface.

Individual Case Basis ("ICB")

"Individual Case Basis" or "ICB" means a determination of rates for Services based on individual circumstances.

Initiation of Service

"Initiation of Service" means the customer's written acknowledgement that the circuit is accepted and ready for use.

Interexchange Carrier ("IXC")

"Interexchange Carrier" or "IXC" means a common carrier authorized by the Federal Communications Commission and/or the Missouri Public Service Commission to provide communications service between points in two (2) or more LATAs.

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II. REGULATIONS

A. Definition of Terms (Cont'd)

Interruption

"Interruption" means the removal of the circuit from Service by the Customer or the Company for a predetermined period of time.

Joint User

"Joint User" means two (2) or more unaffiliated persons, firms, companies, corporations, or other entities, who are authorized by the Customer to be connected to a Service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company ("LEC") provides communications services.

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II. REGULATIONS

A. Definition of Terms (Cont'd)

Network

"Network" means the Company's digital microwave network located in the State of Missouri.

Network Interface

"Network Interface" means a point on the Premises where the Company's Service is electrically terminated.

Outage

"Outage" means a loss of transmission continuity for a continuous sixty (60) minute period, or the repeated occurrence of three hundred (300) or more seconds of transmission errors within a fifteen (15) minute period for four (4) consecutive fifteen (15) minute periods.

Point-of-Presence ("POP")

"Point-of-Presence" or "POP" means the location of an Interexchange Carrier's network where intercity communications channels and local exchange channels are terminated within a given LATA.

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II. REGULATIONS

A. Definition of Terms (Cont'd)

Premises

“Premises” means a building on contiguous property, but not including rights-of-way, at which Customer elects to originate or terminate Service(s).

Private Line Services

“Private Line Services” means non-switched, point-to-point or multipoint Service(s) provided over dedicated lines at a fixed monthly rate.

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s non-residential telecommunications services described in Section II of this **catalog**.

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II. REGULATIONS

A. Definition of Terms (Cont'd)

Service Period

“Service Period” means the period of time for which the Customer agrees to take Services under this **catalog**.

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Subscriber

“Subscriber” means a customer, Authorized User, or Joint User who takes non-residential Service under this **catalog**.

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Telecommunication Services (TS)

“Telecommunication Services (TS)” means telecommunication services are point-to-point special access DS0, 1.544 mb DS1 and 45 mb DS3 connectivity between customer provided equipment.

Termination (Terminate)

“Termination” (“Terminate”) means discontinuance of (to discontinue) Service, either at Customer’s request, or by the Company in accordance with the regulations of this **catalog**.

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II. REGULATIONS

A. Definition of Terms (Cont'd)

Termination Charge

"Termination Charge" means a charge for Customer's Termination prior to the end of the Service Period as set forth in Section IV of this **catalog**.

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Termination Date

"Termination Date" means the date upon which the Service Period ends.

B. Transmission and Facilities

1. The Company shall select and implement the technology and facilities used to provide Services. The Company may at its sole discretion modify or change the Network components or technology used to provide Service at any time.
2. The Company provides transmission Services only. The Company neither provides, nor makes any warranties, assurances, or representations of any kind regarding, the content of Subscribers' transmissions, including without limitation, quality or voice recordings, encryption, or compression.

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II. REGULATIONS

B. Transmission and Facilities (Cont'd)

3. Title to all facilities provided by the Company in accordance with this **catalog** shall remain with the Company. (T)

C. CPE

1. CPE attachment by the Subscriber is permitted under this **catalog**. All such attached CPE shall conform to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). (T)

D. Responsibility and Use

1. Customer is responsible for payment for all use of Services, where authorized or not.
2. Customer shall be solely responsible for preventing unauthorized use of or access to Services.
3. Unlawful or fraudulent use of the Services is prohibited.

E. Liability

1. Except as otherwise expressly provided by law, the Company's liability shall be limited as set forth in this Section II.E.

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II. REGULATIONS

E. Liability (Cont'd)

2. The Company's liability for damages arising out of mistakes, omissions, Interruptions, Outages, delays in Turn-Up, errors or defects in transmission (collectively "Mistakes") occurring in the course of providing Service(s), whether the result of negligence of the Company or other causes, shall in no event exceed an amount equivalent to the charges the Company would make to the customer for the monthly period of Service during which such Mistakes occur. For purposes of computing such amount, a month is considered to have thirty (3) days. However, any such Mistake caused or contributed to by the Subscriber's negligence or willful act, or which arises from or in connection with Network components, Premises wiring, or CPE provided by the Subscriber, shall not give rise to any liability whatsoever for the Company.
3. In no event shall the Company or the Customer be liable to each other in connection with the provision and use of the Service(s) for indirect, incidental, consequential or special damages, including, without limitation, damages for lost profits.

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II. REGULATIONS

E. Liability (Cont'd)

4. The Customer shall indemnify and hold the Company harmless against any and all claims, actions, losses, judgments, and expenses, including attorneys' fees, for: (i) libel, slander, or infringement of copyright arising from the contents of transmission over the Services; (ii) infringement of patents arising from, combined with or used in connection with the Services; (iii) unlawful use of the Services; (iv) any third party action or claim arising from the interconnection of Company's facilities to other carriers or other third parties; or (v) otherwise arising out of any act or omission of the Subscriber or any third party in connection with the Service.
5. The Company shall not be liable for any damage to or defacement of Premises, fixtures, or personal property, resulting from the installation, provision, or removal of facilities or Services or from the attachment of CPE or other components thereto.
6. The Customer shall indemnify and hold the Company harmless against any and all claims, losses, actions, judgments, or expenses, including attorneys' fees, without limitation, for injury to or death of any person or damage to any property which arise from the use, installation, removal, or presence of the Company's equipment, facilities, or wiring.
7. When the facilities of other carriers or other third parties are used in establishing connections to points not reached by the Company's facilities, the Company shall not be liable for any act or omission of any such carrier(s) or third party or parties.

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II. REGULATIONS

E. Liability (Cont'd)

8. The Company's failure to provide or maintain Services and the Customer's obligations under this **Catalog No. 1** shall be excused by labor difficulties, governmental orders, civil disturbances, acts of God, or other circumstances beyond the Company's or the Customer's reasonable control. The Company and the Customer may also agree on other measures to mitigate the consequences of circumstances beyond their control. As required, such agreements will be filed in this **Catalog No. 1**.

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F. Obligations of the Customer

1. Customer shall (i) provide adequate space for physical interconnection of Company's circuits and facilities at the Premises; and (ii) take all steps necessary to facilitate such interconnection.
2. Company shall have the right of entry onto Premises for its employees, agents, or contractors at any reasonable hour and Customer shall provide reasonable access to said Premises for purposes of Turn-Up, testing, maintenance, repair, Termination or other operations related to the provision of the Service(s). Customer shall be responsible for preparing in advance all security arrangements necessary to admit Company's employees, agents or contractors onto Premises for such purposes.

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II. REGULATIONS

F. Obligations of the Customer (Cont'd)

3. The Customer shall reimburse Company for any and all loss or damage to Company facilities on Premises except as directly caused by Company's gross negligence or willful act.
4. It shall be the Customer's responsibility to ensure that all systems or Services connected to the Network comply with applicable carrier standards, as may be specified by Bell Communications Research, the Exchange Carrier Standards Association, or other industry recognized carrier standard setting bodies.

G. Obligations of the Company

1. The Company and the Customer will establish a date for the Initiation of Service. The Company will exercise its best efforts to ensure that all steps required for Initiation of Service are completed by that date. The Company shall not be responsible for delays in Initiation of Service caused by the Customer or Subscriber.

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II. REGULATIONS

G. Obligations of the Company (Cont'd)

2. The facilities of the Company will be made available for Service as soon as practicable following receipt of a written service agreement from the Customer. The obligation of the Company to provide Service is conditioned upon the Company's ability to obtain, construct, and maintain facilities necessary to meet Subscriber's requirements. The Company shall exercise best efforts to secure such necessary facilities and will amend its **tariffs and/or catalogs** as required. However, the Company shall not provide any new Service which may adversely affect its existing Services.

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H. Credit Allowances

1. Credit Allowances for Interruptions and Outages

- 1.1 It shall be the obligation of the Customer to notify the Company of any Outage or Interruption of service. Before giving such notice, the Customer shall determine that the Outage or Interruption is not due to any act or omission of its Customer, Subscriber, or due to malfunctioning CPE. Failure of the Customer to give such notice shall relieve the Company of any and all liabilities or obligations arising from or related to such Outage or Interruption.

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II. REGULATIONS

H. Credit Allowances

1. Credit Allowances for Interruptions and Outages (Cont'd)

1.2 Customers shall be entitled to a credit allowance (Credit Allowance") for Interruptions in service or sixty (60) minutes or more in duration or Outages; provided, however, the Customer will not be entitled to a Credit Allowance for Interruption or Outages due to the Subscriber's

(1) non-compliance with the terms of this **Catalog No. 1**;

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(2) negligence;

(3) facilities, power or equipment malfunction or failure;

(4) improper operation of facilities, power, or equipment used for or in connection with the affected Service; or due to

(5) events beyond the Company's reasonable **control**.

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1.3 Credit Allowance will be applied on a pro rata basis to the Customer's charges for the Service affected by the Outage or Interruption. The Credit Allowance shall not exceed the Customer's monthly charge for the affected Service.

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II. REGULATIONS

H. Credit Allowances (Cont'd)

2. Scheduled Interruptions Not Subject to Credit Allowance

2.1 Credit Allowances shall not apply to (i) Scheduled Interruptions or (ii) Interruptions caused by the Subscriber.

2.2 The Company shall give reasonable prior notice to subscriber of Schedule Interruptions.

I. Minimum Service Period

1. The minimum Service Period for Services offered under this **Catalog No. 1** is thirty (30) days, unless otherwise agreed by the Company and Customer in writing. (T)

J. Payment

1. Payment of Charges. Company shall invoice Customer for payment of Services on a monthly basis. Customer shall pay each monthly invoice in full within thirty (30) days from date of invoice. Company may charge the business or commercial Customer the lesser of eighteen percent (18%) interest per annum or the maximum permitted by law on all unpaid balances beyond thirty (30) days.

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II. REGULATIONS

J. Payment (Cont'd)

2. Nonpayment of Charges. The Company may Terminate or otherwise deny customer's access to its Services for nonpayment of charges, unpaid after sixty (60) days. Company shall give written notice to customer no less than five (5) days prior to Termination or denial of Services for reason of nonpayment. Termination or denial of access to Services under this provision shall not excuse Customer's payment obligations.

K. Termination of Service

1. Notice of Termination. Customer shall give Company written notice of its intention to terminate service ("Termination Notice") no less than thirty (30) days prior to the Termination Date. Customers shall continue to incur charges for Services until Termination Date or for a period of thirty (30) days after receipt of termination Notice, whichever is later. Service shall not be deemed terminated until Termination Notice has been received and the thirty (30) day period after receipt has elapsed.
2. Early Termination. Customers taking Service for Service Periods of one (1) year or more may elect to take early Termination of Service prior to the end of the Service Period subject to (i) giving the Company Termination Notice no less than thirty (30) days prior to the date of early Termination and (ii) payment of any applicable Termination Charges as set forth in Section IV of this **Catalog No. 1**.

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II. REGULATIONS

K. Termination of Service (Cont'd)

3. Termination for Cause. Notwithstanding any other provision of this **Catalog No. 1**, Company may Termination Service upon written notice to Customers without incurring any liability whatsoever for any of the following reasons: (T)
- (i) Nonpayment of charges in accordance with the provision of Section J.2 of this **Catalog No. 1**; (T)
(T)
 - (ii) Subscriber's violation or failure to comply with any provision of this **Catalog No. 1** or other regulation governing the Service; or (T)
 - (iii) An order of a competent judicial or governmental authority prohibiting the Company from providing Service.

L. Taxes

1. All utility or telecommunications assessments, franchise fees, or privilege, occupational, excise, or other similar taxes or fees assessed upon or passed on to the Company, based upon intrastate receipts, shall be billed to Customers falling within such taxing jurisdictions on a prorated basis. All such taxes or fees shall be separately identified on the Customer's invoice.

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II. REGULATIONS

L.1. Taxes (Cont'd)

Company, based upon intrastate receipts, shall be billed to Customers falling within such taxing jurisdictions on a prorated basis. All such taxes or fees shall be separately identified on the Customer's invoice.

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III. SERVICE DESCRIPTION

Services offered by the Company under this **Catalog No. 1** are described in this Section.

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A. Generic Description

Point-to-Point Special Access 1.544 mb DS1 and 45 mb DS3 connectivity, as well as DS0 connectivity between customer provided equipment.

B. Specific Description

Special access DS0, 1.544 mb DS1 or 45 mb DS3 connectivity between the customer's multiplexor and the Company's Facilities within the State of Missouri.

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IV. RATES

<u>Service</u>	<u>Rate</u>
Special Access DS0	ICB[1]
Special Access DS1	ICB[1]
Special Access DS3	ICB[1]

[1] Rates for services offered on an Individual Case Basis (ICB) will be structure to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

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