

ACCESS SERVICE

**CENTURYLINK COMMUNICATIONS, LLC**

This tariff contains the regulations and rates applicable for the furnishing of Access Telecommunications Services provided by CenturyLink Communications, LLC, herein referred to as CenturyLink.

Effective April 1, 2014 CenturyLink Communications, LLC Tariff F.C.C. No. 1 is being issued and contains the services, rates and regulations previously found in CenturyTel Acquisition, LLC d/b/a CenturyLink Acquisition Tariff F.C.C. No. 1 and covers customer base found therein.

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Vice President-Regulatory Operations  
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ACCESS SERVICE

ISSUING CARRIERS

CenturyLink Communications, LLC  
100 CenturyLink Drive  
Monroe, Louisiana 71211

For the states of Alabama, Indiana, Kansas,  
Louisiana, Michigan, Minnesota,  
Mississippi, Tennessee, Texas  
and Wisconsin

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## CHECK SHEET

Title Page 1 and Pages 1 to 4-7 inclusive of this tariff are effective as of the date shown.

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EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

EXPLANATION OF ABBREVIATIONS

- ANI - Automatic Number Identification
- BNA - Billing Name and Address
- FCC - Federal Communications Commission
- ICB - Individual Case Basis
- IXC - Interexchange Carrier
- PIC - Primary Interexchange Carrier
- PICC - Presubscribed Interexchange Carrier Charge
- POP - Point of Presence
- PSTN - Public Switched Telephone Network
- TDM - Time Division Multiplexing
- V&H - Vertical and Horizontal Coordinates
- VoIP - Voice over Internet Protocol

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## ACCESS SERVICES

### 1. Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Interstate Access Services and other miscellaneous services, hereinafter referred to collectively as service(s), provided by CenturyLink Communications, LLC, hereinafter referred to as the Company, to Customer(s).
- 1.2 The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- 1.3 The provision of service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues
- 1.4 As a Local Exchange Carrier (LEC) which provides local service through its own facilities or in combination with its own facilities, the Company has local services available on a non-discriminatory basis.

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### 2. General Regulations

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

- (A) The Company provides switched access telecommunications services to Carrier Customers throughout the United States to enable such Customers to access the Company's local exchange End User Customers.
- (B) The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Carrier customers for the purpose of originating or terminating interstate communications.
- (C) The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available 24 hours daily, 7 days per week.

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### 2. General Regulations (Cont'd)

#### 2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the Carrier Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7 Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.8 The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or the provisions of this tariff.

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### 2. General Regulations (Cont'd)

#### 2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Carrier Customers for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- (A) Any act or omission of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - (B) Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - (C) Any unlawful or unauthorized use of the Company's facilities and services;
  - (D) Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - (E) Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
  - (F) Claims arising out of any act or omission of the User in connection with service provided by the Company.

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### 2. General Regulations (Cont'd)

#### 2.3 Limitations of Liability (Cont'd)

##### 2.3.4 (Cont'd)

- (G) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (H) Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.
- (I) Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.
- (J) Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- (K) Any noncompleted Calls due to network busy conditions; and
- (L) Any Calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer.

2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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### 2. General Regulations (Cont'd)

#### 2.3 Limitations of Liability (Cont'd)

2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Carrier Customer should not rely on any such statement.

2.3.9 Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Carrier Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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2. General Regulations (Cont'd)

2.3 Limitations of Liability (Cont'd)

2.3.10 Indemnification for Carrier Customer Cancellation of Service

- (A) Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End User Customers who were formerly Shared Customers, so long as such End User-Customers choose to remain Customers of the Company, and cancel their interstate interexchange service arrangements with the Carrier Customer.
- (B) Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Carrier Customer, the Company may terminate its service to the End User Customer, upon thirty (30) days' notice to the End User Customer. Under such circumstance, the Company bears no liability to the End User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End User Customer's Service Contract, and the End User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting there from;

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### 2. General Regulations (Cont'd)

#### 2.4 Responsibilities of the Carrier Customer

- 2.4.1 The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.
- 2.4.2 The Carrier Customer is responsible for charges incurred for special facilities which the Carrier Customer requests and which are ordered by the Company on the Carrier Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Carrier Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Responsibilities of the Carrier Customer (Cont'd)

2.4.5 The Carrier Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Carrier Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Carrier Customer or others. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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2. General Regulations (Cont'd)2.4 Responsibilities of the Carrier Customer (Cont'd)2.4.6 Identification and Rating of VoIP-PSTN Traffic(A) Scope

VoIP-PSTN Traffic is defined as traffic exchanged between a Telephone Company end user and the customer in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates, unless the parties have agreed otherwise, by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011)("FCC Order"). Specifically this section establishes the method of separating VoIP-PSTN Traffic from the customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(B) VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rate as specified in Section 4 following.

(C) Calculation and Application of Percent-VoIP-Usage Factors

Telephone Company will determine the number of VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under (B) preceding, by applying an originating Percent VoIP Usage ("PVU") factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a customer to the Telephone Company's end user.



## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.4 Responsibilities of the Carrier Customer (Cont'd)

##### 2.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

###### (C) Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

- (1) The customer will calculate and furnish to the Telephone Company an originating PVU factor representing the whole number percentage of the customer's total originating intrastate access MOU that the customer exchanges with the Telephone Company in the state that is received from the Telephone Company and that is terminated in IP format and that would be billed by the Telephone Company as intrastate access MOU.
- (2) The customer will calculate and furnish to the Telephone Company a terminating PVU factor representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the state that is sent to the Telephone Company and which originated in IP format and that would be billed by the Telephone Company as intrastate access MOU.
- (3) The customer shall not modify their reported PIU factor to account for VoIP-PSTN traffic.
- (4) Both the customer provided originating PVU and the terminating PVU shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to Telephone Company upon request.
- (5) The customer shall retain the call detail, work papers and information used to develop the PVU factors for a minimum of one year.
- (6) If the customer does not furnish the Telephone Company with a PVU factor, the Telephone Company will utilize a PVU equal to zero.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Responsibilities of the Carrier Customer (Cont'd)2.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(D) Initial Implementation of PVU Factors

- (1) If the PVU factors cannot be implemented in the Telephone Company's billing systems by December 29, 2011, once the factors can be implemented, the Telephone Company will adjust the customer's bills to reflect the PVU factors prospectively in the next bill period, if the PVU factors are provided by the customer to the Telephone Company prior to April 15, 2012.
- (2) The Telephone Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

(E) PVU Factor Updates

The customer may update the PVU factors quarterly using the method set forth in (C)(1) and (2) preceding. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the next bill date, and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or backbilling will be done based on the updated PVU factors.

(F) PVU Factor Verification

- (1) Not more than twice in any year, the Telephone Company may request from the customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the customer's PVU factors furnished to the Telephone Company in order to validate the PVU factors supplied. The customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Telephone Company's request.

## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.4 Responsibilities of the Carrier Customer (Cont'd)

##### 2.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

##### (F) PVU Factor Verification (Cont'd)

- (2) The Telephone Company may dispute the customer's PVU factor based upon:
  - (a) A review of the requested data and information provided by the customer.
  - (b) The Telephone Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.
  - (c) A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- (3) If after review of the data and information, the customer and the Telephone Company establishes revised PVU factors, the customer and the Telephone Company will begin using those revised PVU factors with the next bill period.
- (4) If the dispute is unresolved, the Telephone Company may initiate an audit. The Telephone Company shall limit audits of the customer's PVU factor to no more than twice per year. The customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the customer.
  - (a) In the event that the customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the customer's PVU factors, the Telephone Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the customer. These PVU factors will remain in effect until the audit can be completed.

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2. General Regulations (Cont'd)

2.4 Responsibilities of the Carrier Customer (Cont'd)

2.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(F) PVU Factor Verification (Cont'd)

(4) (Cont'd)

- (b) During the audit, the undisputed PVU factors from the previous reporting period will be used by the Telephone Company.
- (c) The Telephone Company will adjust the customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the customer.
- (d) If the audit supports the customer's PVU factors, the usage for the contested periods will be adjusted to reflect the customer's audited PVU factors.

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### 2. General Regulations (Cont'd)

#### 2.5 Allowances for Interruptions in Service

##### 2.5.1 General

- (A) A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Carrier Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.
- (C) If the Carrier Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.
- (D) The Company will make every reasonable effort to prevent interruptions of service and shall work to clear 85% of all out-of-service troubles within twenty-four (24) hours of the time the report is received by the Company, unless the Carrier Customer specifically requests a later date.
- (E) The Company's service objective is to maintain service so that the average rate of Carrier Customer trouble reports in a local exchange does not exceed eight (8) reports per one hundred (100) access lines per month.

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2. General Regulations (Cont'd)2.5 Allowances for Interruptions in Service (Cont'd)2.5.2 Application of Credits for Interrupted Services

- (A) At the Customer's request, when a Carrier Customer's access to the Company's network is unavailable and remains unavailable a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Carrier Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Carrier Customer for the period of service during which the event that gave rise to the claim for a credit occurred.
- (B) Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- (C) In the event the Carrier Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

Length of InterruptionInterruption Period to be  
Credited

|   |         |
|---|---------|
| Less than 6 hours                         | None    |
| 6 hours up to but not including 9 hrs     | 2/5 Day |
| 9 hours up to but not including 12 hrs    | 3/5 Day |
| 12 hours up to but not including 15 hrs   | 4/5 Day |
| 15 hours up to but not including 24 hours | 1 Day   |

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### 2. General Regulations (Cont'd)

#### 2.5 Allowances for Interruptions in Service (Cont'd)

##### 2.5.2 Application of Credits for Interrupted Services (Cont'd)

- (D) When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

##### 2.5.3 Limitations on Allowances

- (A) No credit allowance will be made for any interruption of service:
- (1) due to the negligence of, or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Carrier Customer or other entities or carriers connected to the service of the Company;
  - (2) due to the failure of power, equipment, systems or services not provided by the Company;
  - (3) due to circumstances or causes beyond the control of the Company;

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2. General Regulations (Cont'd)2.5 Allowances for Interruptions in Service (Cont'd)2.5.3 Limitations on Allowances (Cont'd)

## (A) (Cont'd)

- (4) during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;
- (5) during any period in which the Carrier Customer continues to use the service on an impaired basis;
- (6) during any period in which the Carrier Customer has released service to the Company for maintenance purposes or for implementation of a Carrier Customer order for a change in service arrangements; and
- (7) that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6 Applications for Service

The Company will accept both affirmative orders and constructive orders for Carrier-Customer access services. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers.

2.6.1 Service Orders

The signing of a Service Order by the Carrier Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Carrier Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Carrier-Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Carrier Customer at the request of the Carrier Customer or by the Carrier Customer accepting PIC requests by End User-Customers that request the Carrier Customer as their PIC.

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### 2. General Regulations (Cont'd)

#### 2.6 Applications for Service (Cont'd)

##### 2.6.2 Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End User-Customers and then submitting BNA requests to the Company, or by allowing Company End User-Customers to choose the Carrier-Customer as their PIC and once processed, allowing Company End User-Customers to utilize the Carrier-Customer as their primary IXC.

##### 2.6.3 Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End User-Customers and Company End User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier-Customer has constructively ordered Company's originating and/or terminating switched access services.

#### 2.7 Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Carrier Customer, as well as to the full compliance by the Carrier Customer with all pertinent tariff requirements.

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2. General Regulations (Cont'd)2.8 Termination of Access Service2.8.1 Carrier Customer Termination of Service(A) General

The Carrier Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. Requests for termination may not be unreasonably discriminatory and must otherwise comply with requirements of the Communications Act of 1934, as amended, and with all other applicable laws, policies and regulations.

In deference to the unique nature of the relationship between the Company and the Carrier Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Carrier Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Carrier Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Carrier Customer, and not as a final position by the Carrier Customer. The Carrier Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Carrier Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

(B) Term of Service

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-tariffed rates for switched access service, unless terminated by either party upon thirty (30) business days' written notice to the other party, or in accordance with the timeframe set forth in Section 2.8.2(A), whichever is applicable.

Service will continue to be provided to the Carrier Customer until terminated by the Carrier Customer or the Company in accordance with this Section.

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## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.8 Termination of Access Service (Cont'd)

##### 2.8.1 Carrier Customer Termination of Service

###### (C) Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Carrier Customer must fulfill certain obligations, including, but not limited to the following:

- (1) The Carrier Customer must notify the Company of its intention to cancel access service arrangements with the Company in accordance with Section 3.3 following, and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Carrier Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Carrier Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:
  - (a) Continued acceptance by the Carrier Customer of the Company's switched access traffic;
  - (b) Entering into new negotiations with the Company;
  - (c) Failure to specify the exact service to be cancelled;
  - (d) Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Carrier Customer's termination of service with the Company.

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## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.8 Termination of Access Service (Cont'd)

##### 2.8.1 Carrier Customer Termination of Service (Cont'd)

###### (C) Access Service Termination Procedures (Cont'd)

- (2) The Carrier Customer must notify the Shared Customer of the Carrier Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;
- (3) The Carrier Customer must unequivocally authorize the Company to prohibit End User Customers from selecting the Carrier-Customer as their interLATA PIC;
- (4) Any termination by the Carrier Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

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2. General Regulations (Cont'd)2.8 Termination of Access Service (Cont'd)2.8.1 Carrier Customer Termination of Service (Cont'd)(D) Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Carrier Customer's cancellation of the Company's access services; notifying the Shared Customers is the sole responsibility of the Carrier Customer. The Carrier Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

- (1) The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Carrier Customer;
- (2) The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all interLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new interLATA PIC. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic;

ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Termination of Access Service (Cont'd)

2.8.1 Carrier Customer Termination of Service (Cont'd)

(D) Notice to Shared Customers

- (3) The Carrier Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Carrier Customer, including breach of contract and liquidated damage provisions;
- (4) The Carrier Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible;
- (5) The Carrier Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Carrier Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Carrier Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after access services are blocked. The Carrier Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

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## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.8 Termination of Access Service (Cont'd)

##### 2.8.2 Company Termination of Service

- (A) The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) business days' written notice via first class mail:
- (1) For non-compliance with the Company's tarified rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;
  - (2) For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;
  - (3) For Carrier Customer non-compliance with state, local or other codes;
  - (4) For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least thirty (30) business days' before termination.

In the event that the Company is compelled to terminate access service to a Carrier Customer for any of the forgoing reasons, the Carrier Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1(C).

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## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.8 Termination of Access Service (Cont'd)

##### 2.8.2 Company Termination of Service (Cont'd)

(B) The Company may terminate (or suspend) service without notice for any of the following reasons:

- (1) In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
- (2) In the event of the Carrier Customer's illegal use of equipment or service provided by the Company;
- (3) In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Carrier Customer shall be liable for all related costs as well as any reconnection charges.

2.8.3 The Carrier Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Carrier Customer or the Company) terminates the service. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Effect on Interstate Interexchange Carrier Presubscription

Where the Carrier Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its interstate interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all interstate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End User Customer's new PIC.

The Carrier Customer will be responsible for any PIC change charge assessed on the End User Customer by the Company or another Carrier.

2.10 Payment of Charges

2.10.1 The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

2.10.2 The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and any all additional costs associated with this process.

2.10.3 The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

2.10.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.10.5 Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

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## ACCESS SERVICES

### 2. General Regulations (Cont'd)

#### 2.11 Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

2.11.1 First, the Carrier Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.11.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Federal Communications Commission. The address of the Commission is:

Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554  
Toll-Free 1-888-CALL-FCC

#### 2.12 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

#### 2.13 Definitions

##### Toll VoIP-PSTN Traffic

The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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## ACCESS SERVICE

3. Description of Service3.1 Timing of Calls

- 3.1.1 The Carrier Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Carrier Customer uses.
- 3.1.2 Carrier Customer traffic to the Company's end offices will be measured (i.e. recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating Calls will be measured (i.e. recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Carrier Customer access minutes of use based upon previously-known values.
- 3.1.3 For originating Calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating Call usage ends when the originating FGD switch receives disconnect supervision from either the originating End User's end office, indicating the originating End User has disconnected, or the Carrier Customer's point of termination, whichever is first recognized by the switch.
- 3.1.4 For terminating Calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End User's end office, indicating that the terminating End User has answered. For terminating Calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating Call usage over FGD ends when the terminating FGD switch receives disconnect supervision from either the terminating End User's end office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- 3.1.5 For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

ACCESS SERVICE

3. Description of Service (Cont'd)

3.1 Timing of Calls

The Company will not knowingly charge for Incomplete Calls. Upon the Carrier Customer's request and proper verification, the Company shall promptly adjust or credit the Carrier Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

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## ACCESS SERVICE

### 3. Description of Service (Cont'd)

#### 3.2 Service Commencement Date

The Service Commencement Date is the date on which a Carrier Customer first sends or receives traffic from the Company's End User Customer or the date specified on the Service Order, whichever occurs first and whichever is applicable.

#### 3.3 Service Cancellation Date

The Service Cancellation Date is the date on which a Carrier Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Carrier Customer, in writing, of its intention to terminate access service to the Carrier Customer.

In the event that the Company terminates service without notice for the reasons set forth in Section 2.8.2(B), the Service Cancellation Date shall be the date that the Company terminates service with the Carrier Customer.

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## ACCESS SERVICE

3. Description of Service (Cont'd)3.4 Access Service Offerings

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

3.4.1 Carrier Switched Access Service

Switched Access Service is available to Carrier Customers for their use in furnishing service to End Users. This service allows for a communications path between a Carrier Customer's premises and an End-User Customer. Switched Access Service provides the ability to originate Calls from an End-User Customer to a Carrier Customer's premises, and to terminate Calls from a Carrier Customer's premises to an End-User Customer. There are several rate categories that apply to Carrier Switched Access Service: Carrier Switched Access Originating or Terminating and Toll-Free Database Query.

(A) Carrier Switched Access

Carrier Switched Access Originating provides the Carrier Customer with a communications path between a Carrier Customer's premises and an End-User Customer where a Call is originated from the End User Customer or terminated from another Calling Party. The Company provides originating and terminating switched access service based on aggregate traffic volumes from the following cost categories:

- (1) Local Switching – The Local Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the termination of calls at Company Intercept Operators or recording, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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### 3. Description of Service (Cont'd)

#### 3.4 Access Service Offerings (Cont'd)

##### 3.4.1 Carrier Switched Access Service (Cont'd)

- (2) Common Trunk Port – The Common Trunk Port service provides for termination of Common Transport trunk facilities. The charge applies per MOU per trunk termination.
- (3) Tandem Switching – A per access minute of use rate applies for the switching functions provided when the call passes between two other carriers.
- (4) Tandem Facility – The Tandem Facility rate is applied per access minute per airline mile.
- (5) Tandem Termination – The Tandem Termination rate applies per access minute for each termination.
- (6) Toll-Free Database Query - The Toll-Free Database Query charge applies to each Toll-Free 8XX Call originated by an End User Customer. The Company will perform Customer identification based on screening the ten (10) digits of the 8XX number to determine the location to which the Call is routed
- (7) Multiplexing – Multiplexing provides the capability of channelizing Switched Transport facilities to individual services that require a lower capacity or bandwidth.

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3. Description of Service (Cont'd)

3.5 Additional Carrier Customer Service Offerings

3.5.1 Miscellaneous Services

(A) Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

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## ACCESS SERVICE

4. Rates and Charges4.1 Switched Access Service4.1.1 Local Switching

| - | Rate Per Minute of Use | <u>Originating</u> | <u>Terminating</u> |
|---|------------------------|--------------------|--------------------|
|   | Alabama                | \$0.0021580        | \$0.0028490 (I)    |
|   | Indiana                | 0.0020889          | 0.0029540 (I)      |
|   | Kansas                 | 0.0025630          | 0.0038980 (I)      |
|   | Louisiana              | 0.0021580          | 0.0028490 (I)      |
|   | Michigan               | 0.0031160          | 0.0029540 (R)      |
|   | Minnesota              | 0.0019740          | 0.0013910 (R)      |
|   | Mississippi            | 0.0021580          | 0.0028490 (I)      |
|   | Tennessee              | 0.0021580          | 0.0028490 (I)      |
|   | Texas                  | 0.0025630          | 0.0038980 (I)      |
|   | Wisconsin              | 0.0031160          | 0.0029540 (R)      |

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## ACCESS SERVICE

4. Rates and Charges (Cont'd)4.1 Switched Access Service (Cont'd)4.1.2 Common Trunk Port

| - | Rate Per Minute of Use | <u>Originating</u> | <u>Terminating</u> |
|---|------------------------|--------------------|--------------------|
|   | Alabama                | \$0.0008000        | \$0.0000000 (R)    |
|   | Indiana                | 0.0008994          | 0.0000000 (R)      |
|   | Kansas                 | 0.0009000          | 0.0000000 (R)      |
|   | Louisiana              | 0.0008000          | 0.0000000 (R)      |
|   | Michigan               | 0.0003710          | 0.0000000 (R)      |
|   | Minnesota              | 0.0007470          | 0.0005260 (R)      |
|   | Mississippi            | 0.0008000          | 0.0000000 (R)      |
|   | Tennessee              | 0.0008000          | 0.0000000 (R)      |
|   | Texas                  | 0.0009000          | 0.0000000 (R)      |
|   | Wisconsin              | 0.0003710          | 0.0000000 (R)      |

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## ACCESS SERVICE

4. Rates and Charges (Cont'd)4.1 Switched Access Service (Cont'd)4.1.3 Tandem Switching

| - | Rate Per Minute of Use | <u>Originating</u> | <u>Terminating</u> |
|---|------------------------|--------------------|--------------------|
|   | Alabama                | \$0.0012180        | \$0.0012180        |
|   | Indiana                | 0.0024000          | 0.0024000          |
|   | Kansas                 | 0.0003280          | 0.0003280          |
|   | Louisiana              | 0.0012180          | 0.0012180          |
|   | Michigan               | 0.0011550          | 0.0011550          |
|   | Minnesota              | 0.0025450          | 0.0025450          |
|   | Mississippi            | 0.0012180          | 0.0012180          |
|   | Tennessee              | 0.0012180          | 0.0012180          |
|   | Texas                  | 0.0003280          | 0.0003280          |
|   | Wisconsin              | 0.0011550          | 0.0011550          |

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4. Rates and Charges (Cont'd)4.1 Switched Access Service (Cont'd)4.1.4 Tandem Facility

- Rate Per Minute of Use Per Mile

|             | <u>Originating</u> | <u>Terminating</u> |
|-------------|--------------------|--------------------|
| Alabama     | \$0.0000200        | \$0.0000200        |
| Indiana     | 0.0000020          | 0.0000020          |
| Kansas      | 0.0000030          | 0.0000030          |
| Louisiana   | 0.0000200          | 0.0000200          |
| Michigan    | 0.0000140          | 0.0000140          |
| Minnesota   | 0.0000480          | 0.0000480          |
| Mississippi | 0.0000200          | 0.0000200          |
| Tennessee   | 0.0000200          | 0.0000200          |
| Texas       | 0.0000030          | 0.0000030          |
| Wisconsin   | 0.0000140          | 0.0000140          |

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4. Rates and Charges (Cont'd)4.1 Switched Access Service (Cont'd)4.1.5 Tandem Termination

- Rate Per Minute of Use

|             | <u>Originating</u> | <u>Terminating</u> |
|-------------|--------------------|--------------------|
| Alabama     | \$0.0001680        | \$0.0001680        |
| Indiana     | 0.0000000          | 0.0000000          |
| Kansas      | 0.0000530          | 0.0000530          |
| Louisiana   | 0.0001680          | 0.0001680          |
| Michigan    | 0.0001050          | 0.0001050          |
| Minnesota   | 0.0001800          | 0.0001800          |
| Mississippi | 0.0001680          | 0.0001680          |
| Tennessee   | 0.0001680          | 0.0001680          |
| Texas       | 0.0000530          | 0.0000530          |
| Wisconsin   | 0.0001050          | 0.0001050          |

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## ACCESS SERVICE

4. Rates and Charges (Cont'd)4.1 Switched Access Service (Cont'd)4.1.6 Toll Free Code Data Base Query

- Per Query

Rate

|             |             |
|-------------|-------------|
| Alabama     | \$0.0042100 |
| Indiana     | \$0.0087850 |
| Kansas      | \$0.0025310 |
| Louisiana   | \$0.0042100 |
| Michigan    | \$0.0023040 |
| Minnesota   | \$0.0040530 |
| Mississippi | \$0.0042100 |
| Tennessee   | \$0.0042100 |
| Texas       | \$0.0025310 |
| Wisconsin   | \$0.0023040 |

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Monroe, Louisiana 71211

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## ACCESS SERVICE

4. Rates and Charges (Cont'd)4.1 Switched Access Service (Cont'd)4.1.6 Multiplexing

| - | Rate Per Minute of Use | <u>Originating</u> | <u>Terminating</u> |
|---|------------------------|--------------------|--------------------|
|   | Alabama                | \$0.0003800        | \$0.0003800        |
|   | Indiana                | 0.0000000          | 0.0000000          |
|   | Kansas                 | 0.0000470          | 0.0000470          |
|   | Louisiana              | 0.0003800          | 0.0003800          |
|   | Michigan               | 0.0000180          | 0.0000180          |
|   | Minnesota              | 0.0000360          | 0.0000360          |
|   | Mississippi            | 0.0003800          | 0.0003800          |
|   | Tennessee              | 0.0003800          | 0.0003800          |
|   | Texas                  | 0.0000470          | 0.0000470          |
|   | Wisconsin              | 0.0000180          | 0.0000180          |

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