

ACCESS SERVICE
CHECKSHEET

Title Pages 1 and 2 and Pages 1 through 17-163 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1 contain all changes from the original Tariff that are in effect on the date hereof.

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
Title Page 1	Original	22	4th	2-19	Original
Title Page 2	4th	23	4th	2-19.1	1st
1	72nd *	24	Original	2-19.1.1	Original
1.001	16th	25	1st	2-19.2	1st
1.0001	9th	26	3rd	2-19.3	Original
1.01	14th	27	3rd	2-19.4	1st
1.1	17th	28	1st	2-19.5	Original
1.2	6th	29	1st	2-20	Original
1.3	20th	30	2nd	2-21	1st
1.4	Original	31	1st	2-22	1st
1.5	8th	32	1st	2-23	Original
1.6	Original	33	1st	2-24	1st
2	Original	34	1st	2-25	1st
3	1st	1-1	2nd	2-26	1st
4	2nd	2-1	1st	2-27	2nd
5	1st	2-2	Original	2-28	3rd
6	2nd	2-3	Original	2-29	3rd
7	1st	2-4	Original	2-30	3rd
8	Original	2-5	1st *	2-30.1	2nd
9	1st	2-6	1st *	2-31	1st
10	Original	2-7	Original	2-32	3rd
11	3rd	2-8	Original	2-32.1	Original
12	Original	2-9	Original	2-33	3rd
13	Original	2-10	Original	2-34	1st
14	Original	2-11	Original	2-35	1st
15	3rd	2-12	1st	2-36	1st
16	1st	2-13	Original	2-37	1st
17	5th	2-14	Original	2-38	1st
18	Original	2-15	Original	2-39	3rd
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20	1st	2-17	1st	2-41	2nd
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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities,
- substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Telephone Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 15 following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

2.1.8 Refusal and Discontinuance of Service

(A) If a customer fails to comply with 2.1.6 preceding (Service Maintenance) or Sections 2.3.1, 2.3.4, 2.3.6, 2.3.11, 2.4.1 or 2.5, following (respectively, Damages, Availability for Testing, Balance, Jurisdictional Report and Certification Requirements, Payment of Rates, Charges or Deposits; or Connections), including any customer's failure to make payments on the date and times therein specified, the Telephone Company may, on thirty (30) calendar days written notice, by mail or by email if the customer is billed electronically or consents to receiving electronic notification, to the person designated by that customer to receive such notices of noncompliance, take the following actions:

(C)
(C)

- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
- discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (B) In addition to and not in limitation of the provisions in (A), above, if a customer fails to comply with Section 2.4.1, following (Payment of Rates, Charges and Deposits), including any payments to be made by it on the dates and times therein specified, the Telephone Company may take the actions specified in (A), above, with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent by mail or by email if the customer is billed electronically or consents to receiving electronic notification, if the customer has not complied with respect to amounts due in a subject bill on subject deposit request and either:
 - (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
 - (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given; or
 - (3) the Telephone Company has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to (A), above. The Telephone Company will maintain records sufficient to validate the date upon which a bill or deposit request was sent to the customer. Action specified in (A), above, will not be taken with regard to the subject bill or subject deposit request if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) days notice period, as applicable.

- (C) Reserved for Future Use
- (D) The provisions in (A) and (B), above, shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1(D), following (Billing Disputes).
- (E) If a customer fails to comply with 2.2.2, following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

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