

Global Crossing Local Services, Inc.
P.S.C. NO 6 - TELEPHONE
Competitive Access Service
Effective Date: April 1, 2019

Section 2
Leaf 1
Revision 0
Superseding Revision:

2. REGULATIONS

2.1 Definitions

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the customer to use Access Services or is placed in a position by the customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which the customer has a dial access to a telephone company central office.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The New York Public Service Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: Global Crossing Local Services, Inc., issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the customer as the presubscribed IXC constitutes a Constructive Order of switched access by the customer.

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2.1 Definitions, (Cont'd.)

Continuous Redial: A per use service that redials the most recent outgoing call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

Daytime: The term "Daytime" denotes 8:00 AM to but not including 5:00 PM local time at the originating terminal on Monday through Friday, excluding Company recognized national holidays.

Duplicate Service: Service furnished at two locations simultaneously when a customer's service is moved to a different premise. The move or change of location must be within the same Central Office and the class of service retained.

End Office Access Service: For the purpose of this tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery to or from such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access services. End office Access Service rate elements for Company includes any functionally equivalent access service. (4) The origination or termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

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2.1 Definitions, (Cont'd.)

Evening: The term "Evening" denotes 5:00 PM to but not including 11:00 PM local time at the originating terminal on Sunday through Friday and anytime on Company-recognized national holidays except when a lower rate would normally apply.

Entrance Facility: A trunk facility connecting the customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation.

Inter-MTA Traffic: Wireless traffic originating on the network of a Wireless Provider within one Major Trading Area (MTA) and terminating to another MTA.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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Global Crossing Local Services, Inc.
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2.1 Definitions, (Cont'd.)

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station channels are terminated for purposes of interconnection to the Company and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this tariff if: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Major Trading Area (MTA): As defined in 47 C.F.R. § 24.202(a).

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Network Services: The Company's telecommunications Access Services offered on the Company's network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the customer becomes liable at the time the Service Order is executed.

Non-Toll Free: All calls that are not toll free (8YY) as established by the FCC's 8YY Access Charge Reform Order (FCC 20-143) released on October 9, 2020. (N)
(N)

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

NY2021-07

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2. REGULATIONS

2.1 Definitions, (Cont'd.)

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the customer maintains a facility for purposes of interconnecting to the Company's network.

Premises: The space occupied by a customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an IXC or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Recurring Charges: The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service(s): The Company's Switched Access Service provided hereunder.

Service Order: The written request for Switched Access Services executed by the customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request (ASR) by the customer in the manner specified in this tariff.

Service Outage: A failure of the service that results in a complete loss of call origination and/or receipt capability. A Service Outage begins when the customer reports the Service Outage to the Company and ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

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2.1 Definitions, (Cont'd.)

Signaling Point of Interface: The customer designated location where the SS7 signaling information is exchanged between the Company and the customer.

Signaling System 7 (SS7): The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier provided hereunder to an Interexchange Carrier (or a Wireless Provider for Inter-MTA Traffic) for the purpose of terminating communications to, or originating communications from, End User customers of the Company.

Toll Free Code (TFC): The term "Toll Free Code" denotes a three-digit Numbering Plan Area (NPA) or Area Code that is specifically assigned by the telecommunications industry for use by Telecommunications Service Providers in the provision of telephone numbers that, unlike traditional telephone numbers and calls, when dialed are toll free to the originating caller. The specific codes assigned and used, or reserved for use, for this purpose are 800, 822, 833, 844, 855, 866, 877, and 888.

(N)
|
(N)

Toll Voice Over Internet Protocol - Public Switched Telephone Network ("VoIP-PSTN"): 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.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

NY2021-07

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2. REGULATIONS

2.2 Undertaking of the Company

2.2.1 Scope

The Company may offer Switched Access Services over its own or resold facilities.

The Company installs, operates, and maintains the services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the customer's agent for ordering access connection facilities provided by other Carriers or entities as required in the Commission's rules and orders, when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such facilities.

The Company's services and facilities are provided monthly unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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2.2.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2.2 Undertaking of the Company (Cont'd)

2.2.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed based on a minimum period of at least one month and shall continue to be provided until canceled by the customer, in writing, on not less than 30-day's notice. Unless otherwise specified herein, for computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the customer will have constructively ordered the Company's Switched Access Service.
- C. The customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The customer agrees to return to the Company all Company-provided equipment delivered to customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to customer's failure to comply with this provision.

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2. REGULATIONS

2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer because of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of this tariff, the Company's liability, if any, shall be limited as provided herein.

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2. REGULATIONS

2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for the provision of services; or (b) for the acts or omissions of other Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

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2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company (Cont'd)

- F. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to customers premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company (Cont'd)

- H. Notwithstanding the customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the customer, or by others authorized by it to use the service, against any claim, loss or damage arising from customer's use of services furnished under this tariff, including but not limited to: (i) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the service; (ii) patent infringement claims arising from combining or connecting the service with apparatus and systems of the customer or others; and (iii) all other claims arising out of any act or omission of the customer or others, in connection with any service.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including but not limited to : (i) claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; (ii) patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; and (iii) or all other claims arising out of any act or omission of the End User in connection with any service.

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2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company (Cont'd)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after such service is rendered.
- K. The Company makes no warranties or representations, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which result from the operation of customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company (Cont'd)

- M. The Company neither guarantees nor makes any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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2.2 Undertaking of the Company (Cont'd)

2.2.4 Liability of the Company (Cont'd)

N. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's network, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade services the Company provides to other customers. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company, may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability.

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2.2 Undertaking of the Company (Cont'd)

2.2.5 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual customer but affect many customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

2.2.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.

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2.2 Undertaking of the Company (Cont'd)

2.2.6 Provisions of Equipment and Facilities

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services shall not be used for any purpose other than that for which the Company provided it.
- E. The customer shall be responsible for the payment of service charges imposed on the Company by another entity for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

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2.2 Undertaking of the Company (Cont'd)

2.2.6 Provisions of Equipment and Facilities (Cont'd)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by customer-provided equipment; or
 3. network control signaling where such signaling is performed by customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the customer to develop network contingency plans to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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2.2 Undertaking of the Company (Cont'd)

2.2.7 Non-routine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.2.8 Special Construction

Subject to the arrangement of the Company and to all the regulations contained in this tariff, special construction of facilities may be undertaken, in the Company's sole discretion and on a reasonable efforts basis, at the request of the customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (A) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (B) where the facilities requested or necessary to provide the service are of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (E) where installation is on an expedited basis;

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2.2 Undertaking of the Company (Cont'd)

2.2.8 Special Construction (cont'd)

- (F) on a temporary basis until permanent facilities are available;
- (G) installation involving abnormal costs; or
- (H) in advance of its normal construction schedules.

Special construction charges will be determined on an individual case basis.

2.2.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.3 Prohibited Uses

2.3.1 The services shall not be used for any unlawful purposes or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.3.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions and, if the applicant intends to provide intrastate services, that the applicant is certified with the appropriate state entity.

2.3.3 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2.4 Obligations of the Customer

2.4.1 The customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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2.4 Obligations of the Customer

2.4.1 The customer shall be responsible for:

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide services to the customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2.4 Obligations of the Customer (Cont'd)

2.4.1 The customer shall be responsible for (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

2.4.2 Claims

With respect to any service or facility provided by the Company, customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

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2.4 Obligations of the Customer (Cont'd)

2.4.2 Claims (Cont'd)

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

2.4.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a customer orders service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

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2.4 Obligations of the Customer (Cont'd)

2.4.3 Jurisdictional Reporting (Cont'd)

- A. Originating Access: For access traffic that originates from the Company Local Switching Center(s). Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.4.3.D below.

If no projected PIU factor is submitted by the customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the customer reported Projected PIU factor as set forth above will be used until the customer reports a different projected PIU factor, as set forth below.

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2.4 Obligations of the Customer (Cont'd)

2.4.3 Jurisdictional Reporting (Cont'd)

- D. Effective on the first of January, April, July and October of each year the customer should update its interstate and intrastate jurisdictional report. The customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.

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2.4 Obligations of the Customer (Cont'd)

2.4.3 Jurisdictional Reporting (Cont'd)

- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The customer will supply the data within 30 days of the Company request.

The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The customer, at its own expense, has the right to retain an independent auditing firm.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic

This section governs the rating and identification of VoIP-PSTN Traffic. In accordance with the Federal Communications Commission's Report and Order released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration released April 25, 2012 (FCC 12-47), both in WC Docket No. 10-90, et al. (together, the "FCC Orders"): (1) intrastate VoIP-PSTN Traffic that originates on the Company's network and is bound for the customer's end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates contained in the Company's Tariff F.C.C. No. 19; and (2) intrastate VoIP-PSTN traffic that is sent by the customer for termination to Company end users is subject to interstate switched access rates set forth in the Company's Tariff F.C.C. No. 19.

The remainder of 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 Orders.

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2.4 Obligations of the Customer (Cont'd)

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

A. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied by applying a Percent VoIP Usage (PVU) factor to the total terminating intrastate access MOU sent to a Company end user by the customer. Beginning July 1, 2014, the Company will apply the PVU not just to terminating access MOU but to the total intrastate access MOU exchanged between the Company and the customer. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to the Company a factor (PVU-A) representing the whole number percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the State that is sent to the Company that originated in IP format. Beginning July 1, 2014, the customer's PVU-A shall be based on access MOU the customer exchanges with the Company in the State that is (i) sent to the Company that originated in IP format or (ii) is received from the Company and terminated in IP format.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic Cont'd.)

- A. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)
2. The Company will calculate a factor (PVU-B) representing the whole number percentage of the Company's total intrastate and interstate access MOU in the State that terminates in IP format. Beginning July 1, 2014, the PVU-B shall be based on access MOU in the State that originates or terminates in IP format.
 3. The Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate access MOU received from the customer that is terminated in IP format by the Company and/or originated in IP format by the customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and a customer that is originated or terminated in IP format at either the Company end or customer end. The PVU will be the sum of (i) the PVU-A factor and (ii) the PVU-B factor times (1 minus the PVU-A factor). The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of VoIP-PSTN Traffic MOUs.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic Cont'd.)

- A. Calculation and Application of Percent-VoIP-Usage Factor
3. Cont'd

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the customer's terminating intrastate access MOU at its applicable interstate switched access rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the customer's terminating intrastate access MOU at the Company's applicable interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. The Company will bill 100% of the customer's terminating intrastate access MOU at the Company's applicable interstate switched access rates.

In all of the above examples, the Company will apply the PVU to originating as well as terminating intrastate access MOU beginning July 1, 2014.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

A. Calculation and Application of Percent-VoIP- Usage Factors

4. The customer shall not modify its reported PIU factor to account for VoIP-PSTN Traffic.
5. Both the PVU-A and the PVU-B factors shall be based on information such as the number of each party's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
6. The customer shall retain the call detail, work papers, and information used to develop the PVU-A factor for a minimum of one year.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

A. Calculation and Application of Percent-VoIP- Usage Factors (Cont'd)

7. The Company shall use a default PVU factor until the customer supplies a PVU-A factor. For this purpose, the Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition Report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

- B. The preceding section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.
- C. Initial Implementation of PVU Factors
1. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented the Company will adjust the customer's bills to reflect the applicable PVU factor retroactively to December 29, 2011. If the Company receives a PVU-A from the customer prior to April 15, 2012, it will apply that PVU-A pursuant to the formula contained herein retroactive to December 29, 2011. If the Company does not receive a PVU-A prior to April 15, 2012, it will apply the default PVU retroactive to December 29, 2011 and will apply the PVU-A beginning on the next billing period following the Company's receipt of the PVU-A.
 2. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until the billing system modifications can be implemented.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

D. PVU Factor Update

The customer may update the PVU-A factor quarterly using the method set forth herein. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU-A factor will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU-A factors.

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2.4 Obligations of the Customer (Cont'd)

2.4.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

E. PVU Factor Verification

1. Not more than twice in any year, the Company may ask the customer to verify the PVU-A factor furnished to the Company, and the customer may ask the Company to verify the PVU-B factor, and the respective calculations thereof. The party so requested shall comply and shall reasonably provide the records and other information used to determine the applicable PVU-A and PVU-B factors. Notwithstanding the prior sentence, if the customer updates its PVU-A more than twice in a year, the Company may seek to verify the PVU-A factor each time it is updated. If the customer fails to provide adequate records to enable the Company or an independent auditor to verify the customer's PVU-A factor, the Company will continue using the most recent undisputed PVU-A factor reported by the customer or, if no PVU-A has been provided, the default PVU.

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2.5 Customer Equipment and Channels

2.5.1 General

A customer may transmit or receive information or signals via the facilities of the Company.

2.5.2 Station Equipment

- A. The customer is responsible for providing and maintaining any terminal equipment on the customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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2.5 Customer Equipment and Channels (Cont'd)

2.5.2 Station Equipment (Cont'd)

- B. The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.5.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- B. Switched Access Services may be connected to the services or facilities of other Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other Carriers which are applicable to such connections.

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2.5 Customer Equipment and Channels (Cont'd)

2.5.4 Inspections

- A. Upon reasonable notification of the customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 2.5.2.
- B. B for the installation, operation, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the customer with a statement of technical parameters that the customer's equipment must meet.

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2.6 Payment Arrangements

2.6.1 Payment for Service

The customer is responsible for payment of all charges for services and facilities furnished by the Company to the customer or its Authorized Users.

A. Taxes

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.6.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-recurring charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all charges monthly to the customer.

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2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 0.05% per day for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a customer to pay its bills, the Company may require that the customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of such service will be subject to all applicable installation charges.

The customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by customer. Any customer who has a dispute shall be advised by the Company that the customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges, (Cont'd.)

The date of the dispute shall be the date on which the customer furnishes the Company the following account information:

A clear explanation of the basis of the dispute, including what the customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);

The account number under which the bill was rendered;

The date of the bill;

The invoice number;

The exact dollar amount in dispute;

The universal service order code(s)(USOCs) and/or rate element associated with the service;

Details sufficient to identify the specific amount(s) and item(s) in dispute;

The name of the person initiating the customer's dispute; and

Additional data as the Company reasonably requests from the customer to resolve the dispute. The request for such additional information shall not affect the customer's dispute date as set forth preceding.

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2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges, (Cont'd.)

The date of resolution is the date the Company completes the investigation and credits the customer account or confirms the billing as accurate and denies the dispute.

If a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in this Section above.

The date of resolution is the date the Company completes the investigation and credits the customer account or confirms the billing as accurate and denies the dispute.

If a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in Section 2.6.2.C preceding.

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2.6 Payment Arrangements (Cont'd)

2.6.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

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2.6 Payment Arrangements (Cont'd)

2.6.3 Refusal and Discontinuance of Service

- D. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Upon the Company's discontinuance of service to the customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.6.3. F.1. (a-e), if

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2.6 Payment Arrangements (Cont'd)

2.6.3 Refusal and Discontinuance of Service (Cont'd)

F.1 Cont'd)

- (a) The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of telecommunications services or its planned use of the service(s); or
- (b) The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of telecommunications services, or its planned use of the service(s); or
- (c) The customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.6.3.A above; or
- (d) The customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other services to which the customer either subscribes or had subscribed or used; or

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2.6 Payment Arrangements (Cont'd)

2.6.3 Refusal and Discontinuance of Service

F.1 (Cont'd)

- (e) The customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. Delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the customer; or
 - V. Any other Fraudulent means or devices; or

- 2. Upon ten (10) days' written notice to the customer of any sum thirty (30) days past due;

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2.6 Payment Arrangements (Cont'd)

2.6.3 Refusal and Discontinuance of Service

F. (Cont'd)

3. Upon ten (10) days' written notice to the customer, after failure of the customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.6.3.A, above; or

4. Seven (7) days after sending the customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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2.6 Payment Arrangements (Cont'd)

2.6.4 Cancellation of Application for Service

Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the customer had service begun. The special charges described will be calculated and applied on a case-by-case basis.

2.7 Allowances for Interruptions in Service

2.7.1 Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the customer or the operation or malfunction of the facilities, power, or equipment provided by the customer, will be credited to the customer as set forth in this Section 2.6 for the part of the service that the interruption affects ("Credit Allowance").

2.7.2 The Credit Allowance will be calculated by the Company after the customer notifies the Company of a Service Outage. The amount of the allowance will depend on the length of the Service Outage and the service impacted. Credit Allowances, if any, will be deducted from the charges payable by the customer and will be expressly indicated on the next invoice.

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2.7 Allowances for Interruptions in Service (Cont'd)

2.7.3 Credit Allowances do not apply to outages (i) caused by the customer; (ii) due to failure of equipment provided by the customer; (iii) during any period in which the Company is not given access to the customer's premises; (iv) failures of another Carrier's facilities or equipment; (v) inability to gain access to the customer's equipment; and (vii) due to mutually agreed upon maintenance and repair. In the event the Company receives an outage credit from another Carrier for an outage that resulted in a Service Outage for which customer is not entitled to a Credit Allowance hereunder, then the Company shall pass through a pro-rate portion of such credit to the customer in the form of a credit on the next customer's invoice.

2.7.4 Limitations on Allowances

In addition to the provisions of Section 2.7.3 no Credit Allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, Authorized User or other Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the customer or other Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;

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2.7 Allowances for Interruptions in Service (Cont'd)

2.7.4 Limitations on Allowances (Cont'd)

- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for investigating and correcting interruptions;
- E. interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

2.8 Transfers and Assignments

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

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2.9 Notices and Communications

- 2.9.1** Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the customer as the PIC constitutes an order of switched access by the customer. In these cases, an invoice will be the first communication from the Company to the customer. In other instances, a Service Order may be used.
- 2.9.2** The customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.3** The Company shall designate on the Service Order an address to which the customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the customer shall mail payment on that bill.

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2.9 Notices and Communications

2.9.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when received or refused by the addressee, whichever occurs first.

2.9.5 The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Meet Point Billing

Meet Point Billing applies when more than one Exchange Carrier is involved in the provision of Switched Access Service. All recurring and nonrecurring charges for services provided by each Exchange Carrier are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority

2.11.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.1 General (cont'd)

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership

National Security Posture and U.S. Population Attack Warning

Public Health, Safety, and Maintenance of Law and Order

Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.2 TSP Request Process (Cont'd)

A. Restoration (Cont'd)

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.2 TSP Request Process (Cont'd)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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2.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.11.4 Responsibilities of the Company (Cont'd)

- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.11.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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2.12 Critical Facilities Administration

2.12.1 Program Overview

- A. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- B. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

2.12.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- A. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- B. Subscribe to the Critical Facilities Administration service offered by their carrier and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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2.12 Critical Facilities Administration

2.12.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- A. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- B. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- C. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.

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2.12 Critical Facilities Administration

2.12.3 Carrier Obligations (Cont'd)

- D. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- E. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- F. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven-day basis.

2.12.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

	Minimum	Maximum
Per Hour	-	\$300.00

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