

CenturyLink Communications, LLC d/b/a Lumen Technologies Group
PSC NO. 3 - TELEPHONE
Grandfathered Local Exchange Service
Effective Date: May 17, 2021

Section 2
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Revision: 0
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SECTION 2 – REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 SCOPE

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of New York under the terms of this Tariff.

The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

2.1.2 SHORTAGE OF EQUIPMENT OR FACILITIES

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 the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 TERMS AND CONDITIONS

- A. Except as otherwise provided herein, service is provided on the basis of 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 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- B. Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. This Tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.
- E. The customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.
- F. 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 2.1.3.G., following.

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2.1 UNDERTAKING OF THE COMPANY

2.1.3 TERMS AND CONDITIONS (Cont'd)

- G. The customer agrees to return to the Company all Company-provided equipment delivered to the customer within five (5) days of the 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.

2.1.4. LIABILITY OF THE COMPANY

- A. The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, following. 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, lost profits, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a customer or by any others, for damage 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 Section 2.6, following, the Company's liability, if any, shall be limited as provided herein.

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2.1 UNDERTAKING OF THE COMPANY

2.1.4 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; and 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 customer's facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.
- E. The Company shall not be liable for any damages or losses due to the fault of negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.
- F. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, 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 installation 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 as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to customer 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 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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2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- H. Notwithstanding the customer's obligations as set forth in 2.3.2, following, 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 of damage arising from customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the customer or others, All other claims arising out of any act or omission of the customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- I. 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 customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. 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 it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. The Company does not guarantee nor make 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 shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, 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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2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- M. 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, or materials and supplies, for interconnection of 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 service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service 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.

With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIABILITY OF THE COMPANY

M. (Cont'd)

2. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- N. The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- O. In conjunction with a non-published telephone number, as described in Section 3.4, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone but will not be liable should such number be divulged.
- P. When a customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff customer acknowledges and agrees with the release of information as described above.
- Q. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.5 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the customer reasonable notification of service-affecting activities 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 preventive maintenance. Generally, such activities are not specific to any 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.

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2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.6 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 a customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may 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. Equipment the Company provided or installs at the customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- D. 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. Beyond this responsibility, 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; or
 - 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.

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2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.7 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.

2.1.8 OWNERSHIP OF FACILITIES

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

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2.2 PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 GENERAL

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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to 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 premises of the customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

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2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 GENERAL (Cont'd)

- 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 Local Exchange Service to the customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C., following. 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 borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this Section prior to accepting any 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's 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;
- 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 under 2.3.1.D. above; and granting or obtaining permission for Company agents or employees to enter the premises of the customer 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.

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2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 GENERAL (Cont'd)

- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

2.3.2 CLAIMS

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

- A. any loss, destruction of damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of customer, its employees, agents, representatives or invitees; or
- 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 customer and Company or this Tariff.

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2.4 CUSTOMER EQUIPMENT AND CHANNELS

2.4.1 GENERAL

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

2.4.2 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 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.
- 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.

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2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

2.4.3 INTERCONNECTION OF FACILITIES

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- B. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to customer provided terminal equipment in accordance with the provisions of this Tariff.

2.4.4 INSPECTIONS

- A. Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with requirements set forth in 2.4.2.B. preceding for the installations, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
- 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 a request from the customer 24 hours in advance, provide the customer with a statement of technical parameters that the customer's equipment must meet.

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2.5 PAYMENT ARRANGEMENTS

The following provisions shall apply to all service, except, with respect to residential service, to the extent, if any, inconsistent with Part 633 of the Commission regulations, which shall in any event apply to residential service.

2.5.1 PAYMENT FOR SERVICE

The customer is responsible for payment of all charges for services furnished by the Company to the customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Nonrecurring Charge is specific, those charges may be passed on to the customer.

A. Taxes^[1]

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 Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those customers located in the affected jurisdictions.

- [1] Pending the conclusion of any challenge to a jurisdiction's or other entity's right to impose a gross receipts or other tax or other charge, the Company may elect to impose and collect a surcharge covering such taxes or other charges, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax or charge is found to have been invalid and unenforceable, the Company, credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction or charging entity and returned to the Company.

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2.5 PAYMENT ARRANGEMENTS

2.5.1. PAYMENT FOR SERVICE

A. Taxes (Cont'd)

1. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non recurring charge is specified, those charges will be passed on to the customer. It shall be the responsibility of the customer to pay any such taxes that subsequently become applicable retroactively.

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2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.2 BILLING AND COLLECTION OF CHARGES

Bills will be rendered monthly to customer.

- A. All service, installation, Monthly Recurring, and Nonrecurring Charges are due and payable upon receipt.
- B. The Company shall present invoices for Recurring Charges monthly to the customer, in advance of the month in which such service is provided.
- C. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.
- D. Amounts not paid within 30 days after the date of invoice will be considered past due. 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 8 mailing days after written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.
- E. A check return charge will be assessed for checks with insufficient funds or non-existing accounts. For the current charge see Section 2 of the Grandfathered Local Exchange Service Addendum, following.

	RATES	
	MINIMUM	MAXIMUM
Check Return Charge - Business	\$0.00	\$20.00

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2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.3 DISPUTED BILLS

The customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the New York Public Service Commission in accordance with the Commission's rules of procedure.

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the customer of the disposition of the dispute.

2.5.4 ADVANCE PAYMENTS

To safeguard its interests, the Company may require a non-residential customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed any amount equal to the Nonrecurring Charge(s) and one month's charges for the service to facility. In addition, where special constructions is involved, the Advance Payment may also include an amount equal to the estimated Nonrecurring Charges for the special construction and Recurring Charges (if any) for a period to be set by the Company and the non-residential customer. The Advance Payment will be credited to the non-residential customer's initial bill. An Advance Payment may be required in addition to a deposit.

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2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.5 DEPOSITS

- A. Applicants for service or any existing customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. two month's charges for service or facility which has a minimum payment period of one month; or
2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable.

In addition, the Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the customer's compliance with this request.

- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.

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2.5 PAYMENT ARRANGEMENTS

2.5.5 DEPOSITS (Cont'd)

- D. Deposits held for business customers will accrue interest at a rate set by the NYPSC on an annual basis. Interest is credited to the customer annually or upon termination of the service, or upon return of the deposit by the Company. Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied.

2.5.6 DISCONTINUANCE OF SERVICE

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the customer; eight days written notice in postpaid wrapper; or five days after the customer signs or refuses a registered letter containing written notice, 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 the 30 day 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.
- D. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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2.5 PAYMENT ARRANGEMENTS

2.5.6 DISCONTINUANCE OF SERVICE (Cont'd)

- F. The Company may discontinue the furnishing of any and/or all service(s) to a 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 2.5.6.F.1. (a-f) if:
 - a. The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of 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 common carrier communications services, or its planned use of the Company's service(s); or
 - c. The customer has been given written notices as described in 2.5.6.A. preceding by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the customer either subscribes or has subscribed to used; or
 - d. The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this Tariff; or
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means or devices; or

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2.5 PAYMENT ARRANGEMENTS

2.5.6 DISCONTINUANCE OF SERVICE

F.1. (Cont'd)

- e. Use of Service in such a manner as to interfere with the services of other users; or
- f. Use of service for unlawful purposes.
- 2. Immediately upon written notice to the customer of any sum thirty (30) days past due;
- 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 2.5.5 preceding; or
- 4. Ten (10) days after sending the customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within the ten (10) day period; or
- 5. Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- 6. The suspension or 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 during the time of or up to suspension or discontinuance.
- G. Upon the Company's discontinuance of service to the customer under 2.5.6.A. or 2.5.6.B. preceding, all applicable charges, including termination charges, shall become due. This is 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.
- H. Immediately when a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored and the account remains unpaid.

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2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.7 INTEREST ON CUSTOMER OVERPAYMENTS

A customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the company.

2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

The following provisions shall apply to all service.

2.6.1 CREDIT FOR INTERRUPTIONS

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the customer, or the operation or failure of the facilities or equipment provided by the customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.6.2 LIMITATIONS ON ALLOWANCES

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, Joint-User, or other common 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 common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of 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.

2.6.3 USE OF ALTERNATIVE SERVICE PROVIDED BY THE COMPANY

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative services used.

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2.7 CANCELLATION OF SERVICE

2.7.1 CANCELLATION OF APPLICATIONS FOR SERVICE

The following provisions shall apply to all service, except, with respect to residential service, to the extent, if any, inconsistent with Commission regulations which shall in any event apply to residential service.

- A. Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun.
- C. The special charges described A. and B. will be calculated and applied on a case-by-case basis.

2.7.2 CANCELLATION OF SERVICE BY THE CUSTOMER

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 preceding), customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5 preceding, all costs, fees and expenses incurred in connection with:

- all Nonrecurring Charges reasonably expended by the Company to establish service to customer, plus

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2.7 CANCELLATION OF SERVICE

2.7.2 CANCELLATION OF SERVICE BY THE CUSTOMER (Cont'd)

- any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by Company on behalf of customer, plus
- all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

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 assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

2.9 NOTICES AND COMMUNICATIONS

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 customer may also designate a separate address to which the Company's bills for service shall be mailed.

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 Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this Tariff will 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 placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.

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.

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2.10 FLEXIBLE PRICING

Changes of currently effective rates that are within the minimum and maximum rates set forth in this Tariff may be made on one day's notice.

Notice to customers of rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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

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.

2.11.2 TSP REQUEST PROCESS - RESTORATION

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

- A. 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
- B. 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

2.11.2 TSP REQUEST PROCESS - RESTORATION (Cont'd)

- C. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- D. 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.
- E. Submit the SF 315 to the OPT.
- F. 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.

2.11.3 TSP REQUEST PROCESS - PROVISIONING

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.11.2, preceding, for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.11.2.A., preceding, and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.
- C. 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)

2.11.4 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.

2.11.5 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.

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2.11.5 RESPONSIBILITIES OF THE COMPANY (Cont'd)

- 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.
- 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.

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2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING- TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

2.11.6 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.

2.12 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.12.1 APPLICATION OF RATES

- A. Business rates as described in Section 3 and shown in the Addendum following apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange services;
- B. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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2.12 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.12.2 TELEPHONE NUMBER CHANGES

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.13 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.13.1 GENERAL

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this Tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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2.13 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.13.2 REGULATIONS

A. Obligation of eligible schools and libraries:

1. Requests for service:

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c. Services requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of the Company:

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Tariff. Those services contained in this Tariff which are excluded from the discount program, in accordance with the Rules are included in the Addendum of this Tariff.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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2.13 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.13.3 DISCOUNTED RATES FOR SCHOOLS AND LIBRARIES

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included in the Grandfathered Local Exchange Services Addendum, following.

2.14 HEALTH CARE PROVIDERS SUPPORT PROGRAM

2.14.1 GENERAL

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

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2.14 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2.14.2 REGULATIONS

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers:
 - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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2.14 HEALTH CARE PROVIDERS SUPPORT PROGRAM

2.14.2 REGULATIONS (Cont'd)

E. Responsibility of the Company:

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in Section 1 preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specified flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

2.14.3 RATES AND CHARGES

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

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2.14 HEALTH CARE PROVIDERS SUPPORT PROGRAM

2.14.3 RATES AND CHARGES (Cont'd)

- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

2.15 AUTOMATIC NUMBER IDENTIFICATION

2.15.1 REGULATIONS

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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2.15 AUTOMATIC NUMBER IDENTIFICATION

2.15.1 REGULATIONS (Cont'd)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in A., preceding, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.15.2 TERMS AND CONDITIONS

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

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2.16 LIFELINE TELEPHONE SERVICE

2.16.1 LIFELINE TELEPHONE SERVICE OPTIONS

A. Flat Rate Lifeline Service

This service provides a full waiver of the \$3.50 monthly federal subscriber line charge plus a reduction of \$1.75 in the monthly service line rate (which is offset by a Federal intrastate revenue contribution) for flat rate Lifeline customers.

B. Basic Lifeline Service

2.16.2 ELIGIBILITY

Lifeline Telephone Service is restricted to low income residential customers. The Company does not offer residential service and therefore Lifeline Service is not available to current customers of the Company.

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2.17 CRITICAL FACILITIES ADMINISTRATION

2.17.1 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.

2.17.2. 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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2.17 CRITICAL FACILITIES ADMINISTRATION (Cont'd)

2.17.3. 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.
- 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.

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2.17 CRITICAL FACILITIES ADMINISTRATION (Cont'd)

2.17.4 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. For the current charge see Section 2 of the Grandfathered Local Exchange Service Addendum, following.

	MINIMUM	MAXIMUM
• Per Hour	ICB	ICB

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