

Level 3 Communications, LLC
P.S.C. NO 7 - TELEPHONE
Competitive Local Exchange Carrier Service
Effective Date: October 11, 2019

Section 2
Leaf 1
Revision 0
Superseding Revision:

2. REGULATIONS

2.1 Definitions

Certain terms used generally throughout this tariff for interexchange common Carrier communications channels furnished by the Company over its facilities are defined below.

Access Line

A line that provides connection of the Customer's equipment to a local exchange network.

Additional White Pages Listing

The term "Additional White Pages Listing" denotes any listing of the Customer's name, address and telephone number(s) above and beyond the Initial White Pages Listing.

Authorized User

The term "Authorized User" denotes a person, firm, or corporation, who is authorized by the Customer to be connected to the service of the Customer.

Bit

The term "Bit" denotes the smallest unit of information in a binary system of notation.

Bits Per Second

The term "Bits Per Second" denotes the number of bits transmitted in a one second interval.

Call Forwarding Busy and Don't Answer

This optional feature will reroute all incoming calls to another predefined telephone number when the called telephone number is busy or does not answer within a determined number of rings. In the event that the called telephone number is busy, or if the telephone number doesn't answer, the Customer is charged any additional charges for the call-forwarded call.

Call Forwarding Remote Access

This feature provides customers with the ability to remotely activate and deactivate the forwarding of calls.

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2.1 Definitions (Cont'd.)

Call Forwarding Variable

This optional feature allows all incoming calls directed to a telephone number to be rerouted to another Customer defined telephone number. The Customer is charged any applicable usage charges for the rerouted call. The user can activate/deactivate Call Forwarding and define a telephone number where all calls will be forwarded.

Call ID

This feature provides the telephone number and name of the incoming calling party. The calling number and name are displayed on a customer-provided compatible display device, which is attached to the customer's telephone number.

Call Return

A per use service that returns the most recent incoming call.

Call Trace

This feature allows the Customer to initiate a trace of the most recent incoming call immediately after terminating the call. Incoming call message detail (date, time and originating telephone number) is provided when suitably equipped facilities exist. The results of the trace are not provided to the Customer directly but will be provided in response to a request by a law enforcement agency. This feature is blocked unless specifically requested by the Customer to be activated.

Call Waiting

This is a feature that allows an incoming call to a busy telephone line to be waiting while a signal is directed towards the busy line user.

Carrier's System

The term "Carrier's System" denotes all local exchange facilities being resold by the Company to provide local exchange service to its Customers.

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2.1 Definitions (Cont'd.)

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.

Company

The term "Company" denotes Level 3 Communications, LLC

Continuous Redial

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

Customer

The term "Customer" denotes the person, firm, company or corporation, or other entity, having a communications requirement of its own, which contracts for service under this tariff and is responsible for the payment of charges as well as compliance with the Company's regulations.

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.

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.

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2.1 Definitions (Cont'd.)

Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications services.

Foreign Exchange Service

Foreign Exchange Service provides Customers with the capability of local dialing in a remote exchange via private line service.

Ground Start

This optional feature provides a type of signaling on a line that allows certain classes of equipment, such as PBXs, to operate properly.

Holidays

The Company recognizes the following holidays for rating purposes: New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Initial White Pages Listing

The term "Initial White Pages Listing" denotes the initial listing of the Customer's name, address and primary telephone number in a "White Pages" directory.

Inside Wire Maintenance

This optional feature covers the cost of repairing wire within the customer's building on the applicable telephone line.

Local Access and Transport Area (LATA)

The term "LATA" denotes a contiguous geographic subdivision containing one or more SMSAs wherein a Bell Operating Company offers tariffed exchange telecommunications services to local Customers and provides access and related services to interexchange Carriers. These Carriers transport interexchange traffic of their Customers to other LATAs and to areas served by independent telephone companies.

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2.1 Definitions (Cont'd.)

Local Distribution Area

The term "Local Distribution Area" denotes a geographically contiguous area, defined normally by Telephone Industry Standard Exchange Area boundaries, wherein the Company holds itself ready to offer Local Distribution Facilities.

Local Distribution Facility

The term "Local Distribution Facility" denotes the channel provided by the Company to connect the Company's network terminal office to the Customer's premises. Normally, this channel will have a network terminal on one end (Company's office) and a Customer terminal on the other end (Customer's premises).

Message

A completed telecommunication between two telephones, where the called telephone is within the exchange area of the calling telephone.

Network Circuit

"Network Circuit" denotes a circuit, created by the Company by means of multiplex equipment, between Company's switches which are shared by Customers. Shared network circuits will consist of identifiable and discrete circuits between a given city-pair.

Network Terminal

The term "Network Terminal" denotes the physical equipment necessary to terminate the Company's intercity channels and allow Customers to pick up their required individual communications services.

Network Terminal Office

The term "Network Terminal Office" denotes a point on the Company's system where the intercity communications channels and local distribution facilities are terminated. Other functions such as switching, coordination, testing, and connections with Customer-provided communications channels may also be performed at these points.

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2.1 Definitions (Cont'd.)

Nighttime

The term "Nighttime" denotes 11:00 PM to but not including 8:00 AM local time at the originating terminal Monday through Friday, any time on Saturday, and all day Sunday except 5:00 PM to 11:00 PM.

Non-Directory Listed Number

The term "Non-Directory Listed Number" denotes that the Customer's telephone number does not appear in a directory.

Non-Published Telephone Number

The term "Non-Published Telephone Number" denotes that the Customer's telephone number is not listed in a directory, nor in any directory assistance records.

Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Repeat Dialing

This usage sensitive feature automatically redials the telephone number of the most recent outgoing call. If the redialed telephone number is busy, the call will be attempted for a maximum of thirty minutes.

Special Facility

The term "Special Facility" for the purposes of this tariff refers to a communications path (channel) used in conjunction with the Company's local distribution facilities, comprised of any form or configuration of physical plant for the transmission of communications signals other than a regular voice grade facility.

Speed Dialing

This optional feature permits a Customer to dial up to eight telephone numbers by dialing a single digit in the range from 2 - 9.

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2.1 Definitions (Cont'd.)

Switch

The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

Three Way Conference Calling

This feature allows a Customer to add a third party to an existing conversation.

Voice Mail

Voice Mail is a central office-based service whereby Customers may receive, send, store and retrieve voice messages.

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2.2 Description of Service

Level 3 Communications, LLC is a reseller of local exchange services as set forth in this tariff. When Customer's needs cannot be met by the standard service offerings in this tariff, a "special Customer arrangement" package will be designed to fit such unique requirements in accordance with Section 2.18 of this tariff. The Company stands ready to provide technical assistance to the Customer to the extent of properly matching the Customer's equipment with that of the Company, in order to help him meet his requirements for service.

2.3 Undertaking of the Company

1. The services of the Company will be available as soon as practicable after receipt of an order for service between any and all points of the Company's system and to all other points beyond the Company's system through arrangements with other carriers.
2. The obligation of the Company to provide service is dependent upon its ability to procure facilities which are required to meet the Customer's order for service. The Company will make all reasonable efforts to secure the necessary facilities.

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2.4 Liability of the Company

1. The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company.
2. Other than specified in Section 1. above, in no event will the Company be responsible for consequential damages or lost profits suffered by the Customer on account of interrupted or unsatisfactory service unless the Company is found to have been grossly negligent.
3. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other Carriers shall be deemed to be agents or employees of the Company.

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2. REGULATIONS

2.4 Liability of the Company (Cont'd.)

4. The Company shall be indemnified and held harmless by the Customer against:
 - (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - (b) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
 - (c) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
5. The Company will, as a service to the Customer, arrange for listing the Customer's telephone number in the local telephone directory, such listing to consist of one line of standard type in the directory. In the absence of gross negligence or willful misconduct, the Company will not be liable to the Customer, or any third party, for any claims, damages, or otherwise, but not limited to any omitted listings from or erroneous listings in the local telephone directory due to the negligence on the part of the Local Exchange Carrier. When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from the publishing of a non-published number in a directory or its disclosure to someone. If, in error, the telephone number is published in a directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.
6. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use except those expressly set forth herein.

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2.4 Liability of the Company (Cont'd.)

7. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.
8. **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.**

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2. REGULATIONS

2.5 Obligations of the Customer

1. The Company shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, lines furnished by the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customers in connection with the channels provided by the Company.
2. The facilities provided by the Company may be terminated in Customer-provided terminal equipment or Customer-provided communication systems. When such terminations are made, the Customer shall comply with the minimum protective criteria generally accepted in the telephone industry or other appropriate criteria as may be prescribed by the Company and as specified in Part 68 of the Federal Communications Commission's Rules which provides the technical and procedural standards under which the Customer's equipment may be directly connected to the public switched network.
3. The equipment and facilities which are connected with those of the Company shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Company. Such equipment and facilities shall be suitable to avoid hazard or damage to the Company's plant or of injury to the Company's employees or to the public because of the character of location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the Customer or by the Company at the Customer's expense.

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2.5 Obligations of the Customer (Cont'd.)

4. Upon notice from the Company that the equipment or facilities of the Customer, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the Customer, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
5. The Customer shall be liable for:
 - (a) Reimbursing the Company for all loss through theft, fire, flood or other catastrophes, of the equipment or facilities on the Customer's premises.
 - (b) Reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, or contractors.
 - (c) Payment for all services, including calls placed by or through the Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any call placed by or through the Customer's equipment via any remote access features.
 - (d) Payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of the Company's services.
 - (e) Payment for new local access line costs or other time and material charges imposed on the Company by a Local Exchange Carrier as a prerequisite for installing or maintaining the Customer's service, and not already recovered via the Company's existing recurring or nonrecurring charges.
 - (f) Payment of any End User Common Line surcharges imposed on local lines/facilities purchased by the Company from a facility based local service provider for resale to the Customer.

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2.5 Obligations of the Customer (Cont'd.)

6. When a Customer chooses to place an intraLATA Message Toll Service or Directory Assistance call (including Call Completion) via their incumbent Local Exchange Carrier, or chooses to place an information services provider call, the Customer shall be solely liable for such calls, including any and all charges related to such calls when the charges are initially billed to the Company by the Local Exchange Carrier or information services provider. When a Customer elects to make or receive calls via a carrier other than the Company, the Customer shall be solely liable for such calls, any and all charges related to such calls (when the charges are initially billed to the Company by the information services provider or other carrier), and a 10% rebilling charge.

7. Multi-Line Telephone Systems

- A. Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to:

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- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.4.7.

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2.5 Obligations of the Customer (Cont'd.)

7. Multi-Line Telephone Systems

- B. Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating MLTS may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements**
- **On-premise fixed telephones associated with a MLTS must provide dispatchable location by January 6, 2021;**
 - **No later than January 6, 2022, on-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;**
 - **No later than January 6, 2022, off-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.**

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2.5 Obligations of the Customer (Cont'd.)

7. Multi-Line Telephone Systems

B. (Cont'd)

- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021 pursuant to 47 C.F.R. § 9.8. Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.4.8.

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2.6 Use of Service

Neither Customers, or their authorized users may use the services furnished by the Company for any unlawful purpose.

2.7 Application of Service

The Company will require a Customer to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. The Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be subject to the provisions as described in Section 2.9. This application shall state the date on which service is to begin, the type of facilities required, and any special arrangements related thereto.

The Company will also require a signed authorization from a Customer for additions to or changes in the existing service of such Customer.

2.8 Minimum Service Period

The minimum period for service will be one month (30 days) unless otherwise stated.

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2.9 Advance Payments and Deposits

Each service applicant will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be required to make an advance payment or a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.

1. Advance Payments

- (a) An advance payment may not exceed the estimated charges for three (3) months' service plus installation.
- (b) Credit and advance payment equal to one (1) months charges plus installation will be applied to the Customer's account on the first bill rendered after the service is installed. Balance of payment will be applied to successive monthly billings.

2. Deposits

- (a) A deposit is not to exceed the estimated charges for two (2) months service plus installation.
- (b) A deposit will be returned upon the discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills for that service. At the option of the Company, such a deposit may be refunded or credited to the Customer at any time prior to the termination of the service. In the case of a cash deposit, interest at the rate paid in that locality for escrow accounts, not to exceed 6% simple interest, will be paid for the period during which the deposit is held by the Company. At the Company's option, such deposit may be refunded or credited to the Customer at any time prior to termination of service.
- (c) The fact that a deposit has been made in no way relieves the Customer from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

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2.10 Payment of Charges

1. For the purpose of billing, the start of service is the day of acceptance by the Customer of the Company's service.
2. All recurring charges which are determinable in advance, including minimum charge, are billed monthly in advance. Charges based on actual usage during a month will be billed monthly in arrears. Installation and other nonrecurring charges are payable upon demand by the Company. The Customer will be billed for all usage accrued beginning immediately upon access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.
3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished may be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.11 Late Payment Charge

1. Customer bills for telephone service are due when they are rendered. A Customer is in default unless payment is made on or before the due date specified on the bill.
2. If payment is not made within 20 days of the date of the bill, a late payment charge of 1.5% (unless a lower rate is prescribed by law) per monthly billing period will be applied to all amounts previously billed under the Company's tariff(s).

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2.12 Disputed Bills

1. The Customer shall give the Company prompt written notice of any disputed charges appearing on an invoice. After receiving notice of a dispute, the Company shall take reasonable steps to resolve such disputes. The Customer shall pay all non-disputed charges while resolution of the disputed charges is pending.
2. In the event that legal action is instituted by the Company to recover any sums then due and the Company prevails, the Company shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rate of 1.5% simple interest per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full. The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one year of the date of alleged overpayment.

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2.13 Disconnection for Cause

1. The Company, by written notice via First Class U.S. mail at least fifteen (15) days in advance to the Customer or applicant, may discontinue service without incurring any liability for any of the following reasons:
 - (a) Non-payment of any sum due to the Company for service for more than 30 days beyond the date of rendition of the bill for such service; or
 - (b) Use of telephone service in a manner which is unlawful under the laws of the State of New York, or of the United States, or which is in violation of any tariff approved by the Department of Public Utilities; or
 - (c) The Company is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

2.14 Cancellation of Service by a Customer

If a Customer cancels his order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on an order by a Customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be charged to the Customer.

2.15 Disconnection of Service

The Customer may disconnect service at any time following the minimum service requirement as described in Section 2.8. Written notification to the Company will be required 30 days prior to the disconnection of service.

2.16 Interruption of Service

It shall be the obligation of the Customer to notify the Company of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within his control, or is not in wiring or equipment connected to the terminal of the Company.

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2.17 Credits

1. When the service provided by the Company under this tariff is interrupted for 120 continuous minutes or more, credit is computed as set forth below, provided such interruption is not shown by the Company to have been caused by the negligence or willful act of the Customer, or anyone at a Customer terminal location, or is not caused by the failure of the Customer's equipment or power supply. Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, or due to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein.
2. Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
3. No credit will be allowed:
 - (a) For failure of service or equipment due to Customer or authorized user-provided facilities.
 - (b) For failure of service or equipment due to negligence or willful acts of the Customer or his authorized user.
 - (c) For unauthorized use by agents, employees, or representatives of the Customer.
4. Credit is computed by multiplying the monthly rate for the service by the ratio that the number of hours (including fractional parts calculated to the nearest tenth of an hour) in the period of interruptions bears to 720. (For the purpose of this computation, each month shall be considered to have 720 hours). The monthly bill on which the credit will be based for message service shall be the non-usage sensitive billing for the month during which the interruption occurred. An interruption is measured from the time the Company detects trouble, or the Customer notifies the Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance.

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2.18 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, purchase or lease of facilities, and/or other special services not offered under this tariff, the Company, at its option, will provide the requested services. Appropriate recurring and/or nonrecurring charges will be developed accordingly and filed with the Department for tariff approval.

2.19 Connection with Other Communications Services

A Customer may connect communications services provided by other duly authorized and regulated common Carriers to Carrier's service. A Customer may also connect with privately owned communications systems, subject to the technical limitations established by the Company.

2.20 Returned Check Charge

A \$10.00 fee will be assessed for all checks returned by the drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

2.21 Special or Promotional Offerings

From time to time, the Company may provide certain special or promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. All such promotions will be filed with the Department for tariff approval.

2.22 Surcharges

The applicable Gross Revenue Surcharge rates and/or MTA tax (Temporary Metropolitan Transport Business Tax Surcharge) rates are shown in Addendum 1 which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the State levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

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2.23 Toll-Free Numbers

If a customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/8XX service to another carrier (e.g., "porting of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.24 Flexible Pricing

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

A. Conditions

- (1) The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- (2) Individual written notice to Customers of rate changes 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.
- (3) A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- (4) 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.

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

A. General

- (1) 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.

- (2) The TSP program has two components, restoration and provisioning.
 - i. 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.
 - ii. 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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B. TSP Request Process – 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.
 - i. National Security Leadership
 - ii. National Security Posture and U.S. Population Attack Warning
 - iii. Public Health, Safety, and Maintenance of Law and Order
 - iv. 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.
- (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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2.25 Emergency/ Crisis/ Disaster Restoration and Provisioning-Telecommunications Service Priority (Cont'd.)

C. TSP Request Process – Provisioning

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

- (1) Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- (2) Verify that the Company cannot meet the service due date without a TSP assignment.
- (3) 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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2.25 Emergency/ Crisis/ Disaster Restoration and Provisioning-Telecommunications Service Priority (Cont'd.)

D. Responsibilities of the End-User

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

- (1) Identify telecommunications services requiring priority.
- (2) 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).
- (3) Accept TSP services by the service due dates.
- (4) 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.
- (5) Pay the Company any authorized costs associated with priority services.
- (6) Report to the Company any failed or unusable services with priority levels.
- (7) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (8) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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E. Responsibilities of the Company

The Company will perform the following:

- (1) Provide TSP service only after receipt of a TSP authorization code.
- (2) Revoke TSP services at the direction of the end-user or OPT.
- (3) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (4) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (5) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (6) Confirm completion of TSP service order activity to the OPT.
- (7) Participate in reconciliation of TSP information at the request of the OPT.
- (8) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- (9) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (10) 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.
- (11) Disclose content of the NS/EP TSP database only as may be required by law.
- (12) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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F. 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.

2.26 Service Calls

When a Customer reports trouble to the Company and no trouble s found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time billed in 15-minute increments.

| | Minimum Per Hour Rate | Maximum Per Hour Rate |
|---------------------|--------------------------|--------------------------|
| Rate Per Technician | \$50.00 | \$100.00 |

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2.27 Critical Facilities Administration

2.27.1 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.

2.27.2 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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2.27 Critical Facilities Administration (Cont'd)

2.27.3 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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2.27 Critical Facilities Administration

2.27.3 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.

2.27.4 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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