

Level 3 Communications, LLC
P.S.C. NO 8 - TELEPHONE
Competitive Local Exchange Carrier Service
Effective Date: October 16, 2019

Section 2
Leaf 1
Revision 0
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2. REGULATIONS

2.1 Definitions

AGENCY - For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING (AAR@) - Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER - A person, corporation or other entity who is authorized by the Company=s customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT - An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION (AALI@) - The name and address associated with the calling party=s telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party=s (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION (AANI@) - A system whereby the calling party=s telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

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2.1 Definitions (Cont'd.)

CALL INITIATION - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CARRIER - Level 3 Communications, LLC, the issuer of this tariff.

CENTRAL OFFICE - An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMPANY - Level 3 Communications, LLC, the issuer of this tariff.

COMMISSION - New York Public Service Commission (PSC)

CUSTOMER - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

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2.1 Definitions (Cont'd.)

CUSTOMER PREMISES EQUIPMENT (ACPE@) - Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING (ADR@) - When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE (ADP@) - The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL (ADID@) - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL (ADOD@) - A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY (ADTMF@) - The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA - The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

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2.1 Definitions (Cont'd.)

E911 CUSTOMER - A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

EXCHANGE - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

HANDICAPPED PERSON - A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

-Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

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2.1 Definitions

HANDICAPPED PERSON (Cont'd)

- Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.
- Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone. The term A Handicapped Person@, when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:
- Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in A Guide for Conservation of Hearing in Noise@ 38-43, A.A.O., 1973; A guides to the Evaluation of Permanent Impairment@ 103-107, American Medical Association, 1971.
- Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association=s Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in A Guides to the Evaluation of Permanent Impairment@ 109-III, American Medical Association, 1971.

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2.1 Definitions (Cont'd.)

INTERFACE - That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA - Local Access and Transport Area. The area within which the Company provides local and long distance (AintraLATA@) service. For call to numbers outside the area (AinterLATA@) service is provided by long distance companies.

LINK - The physical facility from the network interface on an end-user=s or carrier=s premises to the point of interconnection on the main distribution frame of the Company=s central office.

LOCAL CALL - A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE - Telephone exchange service within a local calling area.

LOOP START - Describes the signaling between the terminal equipment or PBX/key system interface and the Company=s switch. It is the signal requesting service.

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2.1 Definitions (Cont'd.)

LOOPS - Segments of a line which extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTILINE HUNT - A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

ON-NET - Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PORT - A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE (APBX@) - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

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2.1 Definitions (Cont'd.)

RATE CENTER - A geographic reference point with specific coordinates on a map used for determining mileage when calculating changes.

REFERRAL PERIOD - The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING (ASR@) - A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TOLL CALL - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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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

a. 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.

b. 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

- A. 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.
- B. 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.
- C. 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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2.4 Liability of the Company (Cont'd.)

D. The Company shall be indemnified and held harmless by the Customer against:

1. 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
2. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
3. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

E. 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.

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2.4 Liability of the Company (Cont'd.)

- F. 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.

2.5 Obligations of the Customer

- A. 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.
- B. 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.

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2.5 Obligations of the Customer (Cont'd)

- C. 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.
- D. 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.
 - 1. 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.

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2.5 Obligations of the Customer

The Customer shall be liable for (Cont'd):

- (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.
- E. 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.

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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.

A. Advance Payments

1. An advance payment may not exceed the estimated charges for three (3) months' service plus installation.
2. 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.

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2.9 Advance Payments and Deposits (Cont'd)

B. Deposits

1. A deposit is not to exceed the estimated charges for two (2) months service plus installation.
2. 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.
3. 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

- A. For the purpose of billing, the start of service is the day of acceptance by the Customer of the Company's service.
- B. 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.
- C. 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

- A. 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.

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2.11 Late Payment Charge (Cont'd)

- B. 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).

2.12 Disputed Bills

- A. 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.
- B. 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

- A. 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:
1. 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
 - (a) 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
 - (b) The Company is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

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2.14 Customer Requested Service Suspension

- A. At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- B. The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

| <u>Period of Suspension</u> | <u>Charge</u> |
|---|-------------------------------------|
| - First Month or Partial Month | Regular Monthly Rate (no reduction) |
| - Each Additional Month (up to the one-year limit) | Regular Monthly Rate |

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2.15 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.

2.16 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.

2.17 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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2.18 Allowances for Interruptions in Service

- A. Other than for Dedicated Access Services, 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.
- B. 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.

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2.18 Allowances for Interruptions in Service (Cont'd)

C. No credit will be allowed

1. For failure of service or equipment due to Customer or authorized user-provided facilities.
2. For failure of service or equipment due to negligence or willful acts of the Customer or his authorized user.
3. For unauthorized use by agents, employees, or representatives of the Customer.

D. 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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2.19 Allowances for Interruptions in Service for Dedicated Access Services

A. General

1. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
2. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. 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.
3. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.19 Allowances for Interruptions in Service for Dedicated Access Services

A. General (Cont'd)

4. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

(a) Interruptions of 16 Hours or Less

| -Length of Service Interruption | Credit |
|--|------------|
| -Less than 1 hour | None |
| -1 hour up to but not including 8 hours | 1/4 of day |
| -8 hours up to but not including 12 hours | 2 of day |
| -12 hours up to but not including 16 hours | 3/4 of day |
| -16 hours up to but not including 24 hours | one day |

- (1) Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

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2. REGULATIONS

2.19 Allowances for Interruptions in Service for Dedicated Access Services

A. General (Cont'd)

5. Interruptions over 24 hours. Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day=s credit will be allowed for any period of 24 hours.
6. No credit allowance will be made for:
 - (a) interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the 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 of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;

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2.19 Allowances for Interruptions in Service for Dedicated Access Services

6. No credit allowance will be made for (Cont'd):

- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for 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; and
- (h) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.20 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.

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2.21 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.

2.22 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.

2.23 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.

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2.24 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.

2.25 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.

2.26 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.

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2.26 Flexible Pricing (Cont'd)

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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2.27 Emergency/ Crisis/ Disaster Restoration And Provisioning-Telecommunications Service Priority

A. General

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.

B. The TSP program has two components, restoration and provisioning.

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

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2.27 Emergency/ Crisis/ Disaster Restoration And Provisioning-Telecommunications Service Priority (Cont'd)

C. 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.
 - (a) National Security Leadership
 - (b) National Security Posture and U.S. Population Attack Warning
 - (c) Public Health, Safety, and Maintenance of Law and Order
 - (d) 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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2.27 Emergency/ Crisis/ Disaster Restoration And Provisioning-Telecommunications Service Priority (Cont'd)

D. 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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2.27 Emergency/ Crisis/ Disaster Restoration And Provisioning-Telecommunications Service Priority (Cont'd)

E. 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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2.27 Emergency/ Crisis/ Disaster Restoration And Provisioning-Telecommunications Service Priority (Cont'd)

F. 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.

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2.27 Emergency/ Crisis/ Disaster Restoration And Provisioning-Telecommunications Service Priority

F. Responsibilities of the Company (Cont'd)

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.

G. Preemption

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

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2. REGULATIONS

2.28 Critical Facilities Administration

A. Program Overview

No credit allowance will be made for:

1. 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.
2. 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.

B. Customer Obligations

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

1. 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."
2. 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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2.28 Critical Facilities Administration (Cont;d)

C. Carrier Obligations

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

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2.28 Critical Facilities Administration

C. Carrier Obligations (Cont'd)

6. 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.

D. 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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2.29 Automatic Number Identification

A. 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:

1. 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 Customer's call or transaction, or for performing a service directly related to the telephone Customer's original call or transaction.
2. The ANI recipient may offer to any telephone Customer 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 Customer from the ANI recipient.
3. 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 Customer 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.
4. 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 Provision 1, unless the ANI recipient obtains the prior written consent of the Customer permitting such resale or disclosure.

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2.29 Automatic Number Identification

A. Regulations (Cont'd)

5. 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.

B. 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. REGULATIONS

2.30 Schools and Libraries Discount Program

A. 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. 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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2.30 Schools and Libraries Discount Program (Cont'd)

B. Regulations

1. Obligation of Eligible Schools and Libraries

a. Request for service

- (1) 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.
- (2) 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.
- (3) Service requested would be used for educational purposes.
- (4) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. Obligations of the Company

- a. 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 as an attachment to this tariff.
- b. 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).
- c. 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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Level 3 Communications, LLC
P.S.C. NO 8 - TELEPHONE
Competitive Local Exchange Carrier Service
Effective Date: December 30, 2019

Section 2
Leaf 45
Revision 0
Superseding Revision:

2. REGULATIONS

2.30 Schools and Libraries Discount Program (Cont'd)

C. Discounted Rate for Schools and Libraries

1. 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.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. 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 an urban or rural area.
4. The discount matrix for eligible schools, libraries and consortia is included in the Addendum in this tariff.

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2. REGULATIONS

2.31 Caller ID Blocking*

A. 311/911 Caller ID Unblocking

The City of New York 311 Call Center provides consolidated access to non-emergency municipal services and information 24 hours per day, 365 days per year. Callers have the ability to access City departments and services by using the 311 abbreviated dialing code instead of dialing a particular seven-digit number. In certain circumstances, calls to the 311 Call Center involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center operator will be unable to determine the caller's location. Thus, by Order dated April 18, 2003 (Case 03-C00171), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 311 Call Center. This ruling applies only to calls to the 311 Call Center and not to any other municipal office.

B. 211/911 Caller ID Unblocking

The City of New York 211 Call Center provides a means of accessing community information and referral services within the Five Boroughs. Callers dialing 211 from telephones located within New York City will reach the Call Center where the calls will be routed to call takers trained to provide basic health and human services information. In certain circumstances, calls to the 211 Call Center may involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center operator will be unable to determine the caller's location. By Order dated May 28, 2008 (Case 07-C-1091), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 211 Call Center. This ruling applies only to calls to the 211 Call Center and not to any other municipal office.

* Caller ID Blocking is deactivated for calls to 211 or 311 or 911 in the New York exchange only. File pursuant to the Commission's May 28, 2008 Order in Case 07-C-1091.

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