

Level 3 Communications, LLC
P.S.C. NO 10 - TELEPHONE
Competitive Access Service
Effective Date: October 17, 2019

Section 2
Leaf 1
Revision 0
Superseding Revision:

2. REGULATIONS

2.1 DEFINITIONS

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

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

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

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office

The term "end office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) where Customer station loops (or functionally equivalent or analogous facilities) are terminated or otherwise connected to the Company's facilities or services for purposes of interconnection to each other and/or to trunks.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.1 DEFINITIONS (Cont'd)

End Office Access Service

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

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.1 DEFINITIONS (Cont'd)

End User

A non-carrier customer of an intrastate telecommunications service. If a carrier uses telecommunications service for administrative purposes, it shall be deemed to be an End User.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Non-Toll Free

(N)

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

(N)

(N)

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service.

Service Commencement Date

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. In the case of Access Service ordered under Section 3.1.1, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

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Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.1 DEFINITIONS (Cont'd)

Service Order

A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Switched Access Service

Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access service includes Local Switching, Local Transport, and Carrier Common Line.

Toll Free

The terms "Toll Free" or "Toll Free Service" refer to an inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location or a location designated by that customer. Toll Free Services typically originate via normal shared use facilities and are terminated via the customer's local exchange service access line.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.1 DEFINITIONS (Cont'd)

Toll VoIP-PSTN Traffic

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

2.2 UNDERTAKING OF THE COMPANY

2.2.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.2 UNDERTAKING OF THE COMPANY

2.2.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

If the Company receives a request for a service offered under this Tariff that cannot be fulfilled due to a lack or shortage of facilities, the Company may agree with the entity requesting the service to undertake to construct to obtain the necessary facilities in accordance with the terms of this Tariff.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.2 UNDERTAKING OF THE COMPANY (Cont'd)

2.2.3 Terms and Conditions

- A. Except for Third-Party Tandem Connect service, as defined in Section 3.2.1, Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.2 UNDERTAKING OF THE COMPANY (Cont'd.)

2.2.4 Liability of the Company

- A. Except as stated in this Section 2.2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- B. The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to five times the initial period charge provided for under this tariff for any call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; failure of utility services; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.2 UNDERTAKING OF THE COMPANY

2.2.4 Liability of the Company (Cont'd.)

- D. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.

2.2.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.2 UNDERTAKING OF THE COMPANY (Cont'd)

2.2.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.2 UNDERTAKING OF THE COMPANY (Cont'd)

2.2.7 Ownership of Facilities

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

2.3 PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such as assignment, transfer, disposition without such consent shall be null and void.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.4.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence or willful acts is not the direct result of the Company's negligence.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements

- A. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group D, Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total measured originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.4.3.B following.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements A. (Cont'd.)

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

For 500, 700, Toll Free 8YY, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes. The PIU factor will be used to determine the jurisdiction for billing purposes of 500, 700, Toll Free 8YY, calling card and operator service access. Originating Access charges will not apply to a Toll-Free call that utilizes Toll Free Inter-Exchange Delivery Service as described in Section 3.1.3.C.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements A. (cont'd.)

For Feature Group D originating access minutes, the projected intrastate interLATA percentage will be developed on a monthly basis by end office when the Feature Group D Switched Access Service access minutes are measured by dividing the measured intrastate interLATA originating access minutes (the access minutes where the calling number is in one LATA and the called number is in another LATA) by the total originating intrastate access minutes when the call detail is adequate to make such determination. For terminating access minutes, the date used by the Company to develop the projected intrastate interLATA percentage for originating access minutes will be used to develop projected intrastate interLATA percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected intrastate intraLATA percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine whether the call is interLATA or intraLATA. This percentage shall be used by the Company as the projected intrastate intraLATA percentage for such call detail. For purposes of developing the projected intrastate intraLATA percentage the customer shall utilize the same considerations as those set forth in Section 2.4.3.B following.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements

A. (cont'd.)

The Company will designate the number obtained by subtracting the projected intrastate intraLATA percentage for originating and terminating access minutes from the designated intrastate percentage as the projected intrastate interLATA percentage of use.

- B. For purposes of developing the projected interstate percentage, the customer shall consider every call that enters the customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the customer's network at a point in a state different from the state in which the called station is located to be interstate.

For purposes of developing the projected intrastate intraLATA percentage, the customer shall consider every call that enters the customer's network at a point within the same state and LATA as the state and LATA where the called station is located to be intrastate intraLATA and every call that enters the customer's network at a point within the same state but in a different LATA from the LATA in which the called station is located to be intrastate interLATA.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2. REGULATIONS

2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements (Cont'd.)

- C. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate interLATA and intrastate intraLATA until a revised report is received.
- D. The projected interstate percentage of use and intrastate intraLATA percentage of use will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The interstate access minutes for the group will be billed as set forth in Section 4. following. The number of intrastate access minutes for a group will be multiplied by the projected intrastate intraLATA percentage of use to determine the intrastate intraLATA access minutes (i.e., number of intrastate access minutes X projected intrastate intraLATA percentage of use = intrastate intraLATA access minutes). The number of intrastate intraLATA access minutes so determined will be subtracted from the total number of intrastate access minutes for the group to determine the intrastate interLATA access minutes (i.e., number of intrastate access minutes - intrastate intraLATA access minutes = intrastate interLATA access minutes).

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements (Cont'd.)

- E. Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports that require a projected interstate and intrastate intraLATA percentages of use. The customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate and intrastate intraLATA percentages of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.4.3.A preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.4.3.A preceding. If no percentage is provided at any time as specified herein, then the projected percentage interstate usage will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements (Cont'd.)

- F. The customer reported projected interstate percentage of use as set forth in Section 2.4.3.A preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.4.3.A preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- G. The customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The customer shall supply the data within 30 calendar days of the Company request.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements (Cont'd.)

H. Identification and Rating of VoIP-PSTN Traffic

This section governs the rating and identification of VoIP-PSTN Traffic. In accordance with the Federal Communications Commission's Report and Order released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration released April 25, 2012 (FCC 12-47), both in WC Docket No. 10-90, et all. (together, the "FCC Orders"): (1) intrastate VoIP PSTN Traffic that originates on the Company's network and is bound for the Customer's end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates contained in the Company's Tariff F.C.C. No. 2 and (2) intrastate VoIP PSTN Traffic that is sent by the Customer for termination to Company end users is subject to interstate switched access rates set forth in the Company's Tariff F.C.C. No. 4.

The remainder of this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Orders.

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VP - Public Policy and Compliance, CenturyLink
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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements

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

Calculation and Application of Percent-VoIP-Usage Factor

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

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

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VP - Public Policy and Compliance, CenturyLink
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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements

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

3. The Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate and interstate access MOU received from the Customer that is terminated in IP format by the Company and/or originated in IP format by the Customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and a Customer that is originated or terminated in IP format at either the Company end or Customer end. The PVU will be the sum of (i) the PVU-A factor and (ii) the PVU-B factor times (1 minus the PVU-A factor). The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Traffic MOUs.

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

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

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

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

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements

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

4. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN Traffic.
5. Both the PVU-A and the PVU-B factors shall be based on information such as the number of each party's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
6. The Customer shall retain the call detail, work papers, and information used to develop the PVU-A factor for a minimum of one year.
7. The Company shall use a default PVU factor until such time as Customer supplies a PVU-A factor. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition Report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements

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

The preceding section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

Initial Implementation of PVU Factors

1. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented the Company will adjust the Customer's bills to reflect the applicable PVU factor retroactively to December 29, 2011. If the Company receives a PVU-A from the Customer prior to April 15, 2012, it will apply that PVU-A pursuant to the formula contained herein retroactive to December 29, 2011. If the Company does not receive a PVU-A prior to April 15, 2012, it will apply the default PVU retroactive to December 29, 2011 and will apply the PVU-A beginning on the next billing period following the Company's receipt of the PVU-A.
2. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.3 Jurisdictional Report Requirements (Cont'd)

PVU Factor Update

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

PVU Factor Verification

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

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2.5 CUSTOMER EQUIPMENT AND CHANNELS

2.5.1 Interconnection of Facilities

- A. In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.5.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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2.5 CUSTOMER EQUIPMENT AND CHANNELS

2.5.2 Inspections (Cont'd)

- A. If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.6 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

2.6.1 Deposits

- A. To safeguard its interest, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1. two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate specified by the New York Public Service Commission.

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2.6 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

2.6.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charge (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.7 Payment Arrangements

2.7.1 Payment for Service

- A. The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes that may subsequently become applicable retroactively.

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2.7 PAYMENT ARRANGEMENTS

2.7.1 Payment for Service (Cont'd)

- B. Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within twenty-one (21) days after rendition of the invoice it shall become a delinquent bill and interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount due hereunder and the Company substantially prevails in such proceedings then the defendant customer shall pay the reasonable attorneys' fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- C. The Customer will be assessed a charge of ten dollars (\$10.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- D. Customers have up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to initiate a good faith dispute over charges or to receive credits.

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2.7.1 Payment for Service (Cont'd)

- E. If service is disconnected by the Company in accordance with section 2.6.2 following and later restored, restoration of service will be subject to all applicable installation charges.
- F. In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the last payment penalty set for in B. preceding.

A dispute for purposes of this section is defined as written notice to the Company with sufficient documentation to investigate the dispute. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

If the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment due date, any late payment charge for the disputed amount will not start until 10 (ten) days after the payment due date. The late payment charge will continue to accrue until payment is received by the Company.

If the customer disputes the bill after the payment due date and pays the undisputed amount after the payment due date, the late payment charge for the disputed amount shall begin on the payment due date.

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2.7 PAYMENT ARRANGEMENTS

2.7.1 Payment for Service (Cont'd)

- G. In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Customer, any payments of the disputed amount, withheld pending settlement of the dispute shall not be subject to the late payment penalty.

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

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
- The account number under which the bill was rendered;
- The date of the bill;
- The invoice number;
- The exact dollar amount in dispute;
- The universal service order code(s)(USOCs) and/or rate element associated with the service;
- Details sufficient to identify the specific amount(s) and item(s) in dispute;
- The name of the person initiating the Customer's dispute;
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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2.7.1 Payment for Service G. (Cont'd)

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

If the Customer disputes the billed amount on or before 90 days from the due date of the disputed bill and pays the total invoice amount on or before the payment due date and the billing dispute is resolved in favor of the Customer, the Customer will receive a credit from the Company. The credit shall be the disputed amount resolved in the Customer's favor times a penalty factor, which is the rate authorized by the New York State Public Service Commission. This penalty factor will apply from the date of the customer's payment through the date of resolution by the Company.

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2.7.1 Payment for Service G. (Cont'd)

If the customer disputes the bill after 90 days from the due date of the disputed bill and pays the total amount on or before the date of the dispute, the Customer shall receive a credit from the Company. The credit will equal the disputed amount times a penalty factor, which is the rate authorized by the New York State Public Service Commission. The penalty factor will apply from the later of the claim date or the date of overpayment through the date of resolution by the Company.

- The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the customer of the disposition and, if the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
- If a billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in B. preceding. Further, the customer will not receive a disputed amount penalty credit.

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2.7.1 Payment for Service (Cont'd)

- A. Although it is the intent of the Company to submit timely statements of charges, failure by the Company to do so in a timely manner shall not constitute a breach of the Company's obligations under this tariff or a waiver of the Company's right to payment of the incurred charges, and, except for the assertion by the Customer that the Company's right to payment is barred by an applicable statute of limitations, the Customer shall not be entitled to dispute the Company's bill(s) based on the Company's failure to submit them in a timely fashion.

2.7.2 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes, and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The New York State Gross Receipts Tax, plus surcharges imposed by state and local jurisdictions shall be charged according to the schedule attached to this tariff as Addendum A, pursuant to the Order of the Public Service Commission in Case No. 92-M-0366, adopted May 13, 1992 as amended by the Commission's Order in Case No. 93-M-0411, adopted June 3, 1993. The tax surcharge will not apply for presubscription charges. Any revisions to Addendum A shall be filed by the Company as directed by the Public Service Commission, but in no case upon less than fifteen (15) days' notice.

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2.7 PAYMENT ARRANGEMENTS (Cont'd)

2.7.3 Discontinuance of Service for Cause

The Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Upon non-payment of any sum owing to the Company for more than 30 days beyond the date of rendition of the bill service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, on 30 days advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of service under this tariff.
- B. Without notice, in the event of a violation of any regulation governing the service under this tariff;
- C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/ or seek legal recourse to recover all costs involved in enforcement of this provision.

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2.7 PAYMENT ARRANGEMENTS (Cont'd)

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.1 General

When Switched Transport service is provided by more than one Local Exchange Carrier, the carriers involved will mutually agree upon one of the billing methods below. The Multiple Bill Option will be used unless the Company specifies otherwise in writing. The Customer will place the ASR as specified in Section 3 of this Tariff.

2.7.5.2 Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple Local Exchange Carriers for FGB or FGD Switched Access services.

There are two Meet Point Billing Options – Single Bill and Multiple Bill. The Company shall notify the Customer of: (a) the Meet Point Billing Option that will be used; (b) the Local Exchange Carrier(s) that will render the bill(s); (c) the Local Exchange Carrier(s) to whom payment(s) should be remitted, and (d) the Local Exchange Carrier(s) that will provide the bill inquiry function.

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100 CenturyLink Drive, Monroe, LA 71203

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier (Cont'd)

2.7.5.3 Single Bill Option

The Single Bill Option allows the Customer to receive one bill from one Local Exchange Carrier or its billing agent for access services. The Local Exchange Carrier(s) that renders the bill to the Customer may provide to the Customer, cross references to the other Local Exchange Carrier(s) service and/or the common circuit identifiers based upon industry standards as contained in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply. For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

The Initial Billing Company for FGB and FGD Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Local Exchange Carrier, the Local Exchange Carrier will notify the Customer.

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option (Cont'd)

The Subsequent Billing Company(s) is any Local Exchange Carrier(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the customer designated location is located. The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple Tariff which are described following:

2.7.5.3.1 Single Bill/Single Tariff

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 3 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine the applicable charges and bill in accordance with its tariff; (b) include all recurring and nonrecurring rates and charges of its tariff; and (c) forward the bill to the Customer.

The Customer will remit the payment to the Initial Billing Company.

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option (Cont'd)

2.7.5.3.2 Single Bill/Pass-Through Billing

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 3 of this Tariff and arrange to provide the service. Each Local Exchange Carrier will: (a) determine its portion of Switched Transport as in Section 2.6.5.3.5; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will: (w) apply usage data, when needed, to the bill and calculate the charges; (x) identify each involved Local Exchange Carrier's charges separately on the bill; (y) combine all the bills of the involved Local Exchange Carriers of a meet point billed access service into one access bill; (z) forward the bill to the Customer; and (q) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option (Cont'd)

2.7.5.3.3 Single Bill/Multiple Tariff

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 3 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine each Local Exchange Carrier's portion of switched transport as set forth in Section 2.6.5.3.5; (b) determine the applicable charges and bill in accordance with each Local Exchange Carrier's tariff; (c) include all recurring and nonrecurring charges for each involved Local Exchange Carrier; (d) identify each involved Local Exchange Carrier's charges separately on the bill; (e) forward the bill to the Customer; and (f) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement.

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option (Cont'd)

2.7.5.3.4 Multiple Bill Option

The Multiple Bill option allows all Local Exchange Carriers providing service to bill the Customer for their portion of a jointly provided access service. Each Local Exchange Carrier will: (a) determine its portion of the Switched Transport as set forth in Section 2.6.5.3.5; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Customer. In cases where the Company provides tandem switching and transport functions, the Local Exchange Carrier that provides end office and related functions may choose to bear the Company's charges in connection with switched access services provided jointly by the Company and such other Local Exchange Carrier. Where the other Local Exchange Carrier so chooses, the Company will bill such other Local Exchange Carrier for its services, and the other Local Exchange Carrier shall render appropriate bills for its services to the Customer in accordance with its own tariffs.

The Customer will remit the payments directly to each Local Exchange Carrier.

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option (Cont'd)

2.7.5.3.5 Meet Point Billing Mileage Calculation

Each Local Exchange Carrier's portion of the Switched Transport mileage will be determined as follows:

2.7.5.3.5.1 For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport - Facility total miles by computing the number of miles from the access tandem to the relevant serving wire center (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4. For Switched Access Direct-Trunked Transport determine the appropriate Direct-Trunked Transport total miles by computing the number of miles between the relevant serving wire centers involved (i.e., customer designated location serving wire center, Hub Wire Center, WATS Serving Office, end office, or access tandem) using the V&H method as set forth in the NECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is rounded up to the next full mile. Notwithstanding the foregoing, the total mileage from a Company tandem to a subtending end office shall be capped at ten (10) miles irrespective of actual airline miles.

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option

2.7.5.3.5 Meet Point Billing Mileage Calculation (Cont'd)

2.7.5.3.5.2 Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each Local Exchange Carrier.

2.7.5.3.5.3 For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in Section 2.6.5.3.5.1, times the BP of each Local Exchange Carrier as set forth in Section 2.6.5.3.5.2, times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for Local Exchange Carrier A. Rates for Local Exchange Carrier B would appear in its appropriate Access Tariff.

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option

2.7.5.3.5 Meet Point Billing Mileage Calculation (Cont'd)

2.7.5.3.5.4 For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in Section 2.6.5.3.5.1, times the BP of each Local Exchange Carrier as set forth in Section 2.6.5.3.5.2, times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example Airline miles from Local Exchange Carrier A (office X) to Local Exchange Carrier B (office Y) = 10 airline miles as set forth in NECA Tariff FCC No. 4.

2.7.5.3.5.5 Billing Percentage for each Local Exchange Carrier (from NECA Tariff FCC No. 4).

Local Exchange Carrier A = 40%

Local Exchange Carrier B = 60%

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2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3 Single Bill Option (Cont'd)

2.7.5.3.6 Access Minutes for Local Exchange Carrier A = 9000.

2.7.5.3.7 Tandem-Switched Transport - Facility rate for Local Exchange Carrier A = SWT FAC

2.7.5.3.8 Tandem-Switched Transport - Termination Rate = SWT TERM

NOTE: The Tandem-Switched Transport - Termination rate does not apply in situations where there is an intermediate, non-terminating Local Exchange Carrier involved in the provision of the Switched Transport Facility.

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing Percentage (BP) x Tandem-Switched Transport Facility Rate (SWT FAC) + [Tandem-Switched Transport - Termination Rate (SWT TERM) x Access Minutes (AM) x Quantity of Terminations (TERMS)] = Total

Calculation:

Local Exchange Carrier A

AM ALM BP SWT FAC SWT TERM AM TERMS

9,000 x 10 x .40 x SWT FAC + [SWT TERM x 9,000 x TERMS]=TOTAL

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2.7 PAYMENT ARRANGEMENTS

2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier

2.7.5.3. Single Bill Option (Cont'd)

2.7.5.3.9 For Switched Access Direct-Trunked Transport, multiply the number of airline miles as in (1), times the BP for each Local Exchange Carrier as in (2), times the Direct-Trunked Transport Facility rate elements. For DS1 and DS3 Direct-Trunked Transport, multiply the Direct-Trunked Transport Termination rate times the number of terminations provided by the Local Exchange Carrier

2.7.5.4 All other appropriate recurring and nonrecurring charges in each Local Exchange Carrier's Access tariff are applicable.

2.7.5.5 Where the Tandem-Switched Transport - Facility is provided by more than one Local Exchange Carrier, the Tandem-Switched Transport - Termination rate applies for the termination at the Local Exchange Carrier end of the Tandem-Switched Transport (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Local Exchange Carrier is the intermediate provider of the Switched Transport Facility.

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2.7 PAYMENT ARRANGEMENTS

2.7.5 Switched Access Services Provided by More Than One Local Exchange Carrier (Cont'd)

2.7.5.6 The Interconnection Charge for Switched Transport, if any, shall be billed by the Local Exchange Carrier in whose territory the end office is located.

2.7.5.7 The Shared Trunk Port for Tandem-Switched Transport shall be billed by the Local Exchange Carrier in whose territory the end office is located.

2.7.5.8 For tandem routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the end office on a single bill, single tariff or multiple bill, multiple tariff meet point billing arrangement.

2.7.5.9 The shared multiplexing charge will be assessed to the Interexchange Carrier/Customer by the Local Exchange Carrier owning the access tandem under the multiple bill, multiple tariff meet point billing option, and to the initial billing company, by the Local Exchange Carrier owning the access tandem, under the single bill, single tariff meet point billing option.

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2.7 PAYMENT ARRANGEMENTS (Cont'd)

2.7.6 Changes in Service Requested

Should the Company act as an intermediate, non-terminating local exchange carrier, Tandem Switched Transport Termination rates, as determined in Section 2.6.5.B preceding, will not be applied to the meet point billing arrangement.

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the type of the Service Order charge.

2.7.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.8.1 for the part of the service that the interruption affects.

2.8.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be 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.
- B. .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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VP - Public Policy and Compliance, CenturyLink
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2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.8.1 Credit for Interruptions (Cont'd)

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

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day

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2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.8.1 Credit for Interruptions C. (Cont'd)

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
15 hours up to but not including	
24 hours	One Day
Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.	

Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.8.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of 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 due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

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2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.8.2 Limitations on Allowances (Cont'd)

- G. interruption of service due to circumstances or causes beyond the control of Company.

2.8.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.9 PRIVACY RULES

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

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VP - Public Policy and Compliance, CenturyLink
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2.9 PRIVACY RULES (Cont'd)

Should an ANI subscriber violate any of the foregoing terms and conditions, the Company will terminate ANI to that subscriber after a determination through the New York Public Service Commission's complaint process. ANI transmission will be reinstated after the New York Public Service Commission receives written confirmation from the ANI subscriber that the violations have ceased or have been corrected. Should the New York Public Service Commission determine that there have been three or more separate violations in a 24-month period, delivery of ANI to the subscriber will be terminated under the terms and conditions determined by the New York Public Service Commission.

2.10 APPLICATION OF RATES

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 The maximum rates schedule set forth in this tariff, where the symbol "Max" appears, are filed under a flexible pricing plan which establishes maximum prices, accepted by the Public Service Commission, within which changes may be made upon one day's notice to the Commission and customers. Rates and charges for services provided by the Company will be at or below the maximum ("Max") rates specified in Section 5. Current prices for all services will be specified in Addendum B to this tariff.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.10 APPLICATION OF RATES (Cont'd)

2.10.2 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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VP - Public Policy and Compliance, CenturyLink
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2.10 APPLICATION OF RATES

2.10.2 Charges Based on Duration of Use_(cont'd.)

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the switch.

Calls are measured in "seconds of use" and rounded up to whole minutes of use for a monthly billing cycle.

2.10.3 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the Wire Centers of the originating and terminating telephone lines. The Wire Centers is set of geographic coordinates as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.10 APPLICATION OF RATES

2.10.3 Rates Based Upon Distance

A. (cont'd.)

Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company Wire Centers, the airline distance should be determined utilizing the following "V" (vertical) and "H" (horizontal) coordinates for those Wire Centers:

<u>NPA-NXX</u>	<u>CLLI</u>	<u>"V" and "H"</u>
212-843	NYCNNYVND SO	V=4994
212-376	NYCNNYVND SO	H=1407
716-797	ROCHNYCTDSN	V=4913
	ROCHNYCTDSN	H=2194

B. The airline distance between any two Wire Centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each Wire Center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.10.3 Rates Based Upon Distance

B. (Cont'd)

4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.10.4 Mileage

The Direct Trunked Transport rate mileage rate is shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage using the V&H coordinates method shown in Section 2.10.3. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Direct Trunked Transport rate.

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.11 PROMOTIONAL AND TEMPORARY RATES

The Company may offer, for a specified period of time promotional rates, terms, or conditions for its services that differ from the rates, terms, or conditions in this tariff.

2.12 NEW YORK RELAY SERVICE

2.12.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

2.12.2 Regulations

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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2.12 NEW YORK RELAY SERVICE

2.12.2 Regulations (Cont'd.)

- D. The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

2.12.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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2.13 CALLER ID BLOCKING*

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.

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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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.14.1 General

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

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program. 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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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.14.2 Regulations

A. Obligation of Eligible Schools and Libraries

1. Request for service

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

B. Obligations of the Company

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

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VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203

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2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.14.3 Discounted Rate for Schools and Libraries

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

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Issued by: Stacy Hartman

VP - Public Policy and Compliance, CenturyLink
100 CenturyLink Drive, Monroe, LA 71203