

CENTURYLINK PUBLIC COMMUNICATIONS, INC.
d/b/a CenturyLink
New York P.S.C. No. 1
Effective Date: January 30, 2015

Section 2
Leaf No.: 1
Revision: 0
Superseding Revision:

INSTITUTIONAL TELECOMMUNICATIONS TARIFF

RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish secure Inmate Communications Services originating at Correctional Facilities and terminating within the state of New York. Company's services are available 24 hours per day, 7 days per week, 365 days per year.
- 2.1.2 The Company provides a turnkey service for Inmate Communications Services, including communications lines, equipment maintenance, and billing services to End Users.
- 2.1.3 The Company or its affiliates are responsible only for services described in this tariff and provided to Facilities pursuant to a contractual relationship with a Facility.

2.2 Limitations

- 2.2.1 The Company provides calling services to Inmates of confinement/correctional institutions.
- 2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 Service may otherwise be limited at the request of the Facility's administration or by rules of the Commission to decrease fraud and maintain security and control over the Inmate population.

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2.3 Liability of the Company

- 2.3.1 *Force Majeure.* The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.3.2 *Indemnification.* The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and End User against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Facility, Customer or End User; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 2.3.3 *Damage to Facility.* The Company shall not be liable for any defacement of or damages to the premises of a Facility resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.3.4 *Independent provider.* Services furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.3.5 *Limitation of Liability.* Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part is the sole cause of liability, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorated charge to the End User for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs.

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2.4 Taxes and Surcharges

- 2.4.1 *General.* In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined in 2.4.2 and 2.4.3 following. If there are surcharge rates applicable to a particular school district, city, village, town or county tax district or other jurisdictional taxing entity, the rate will be as calculated in 2.4.3 following.
- 2.4.2 *Surcharge for State Gross Income and Gross Earnings Taxes.* A surcharge to recover the additional expense related to the State Gross Income, Gross Earnings and Excise Taxes applies to the recurring and nonrecurring rates and charges for all recurring, non-recurring, and usage charges (interstate and intrastate) except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are specified in 2.4.4 following. Any changes to these rates will be filed on fifteen (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 a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.
- 2.4.3 *Village, Municipal or School District Surcharge on Local Utility Gross Revenue Taxes.* In certain cities, villages and school districts, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring, non-recurring and usage charges for all services rendered wholly within the municipality except returned check charges, late payment charges and rates for local calls. The percentage rate of the surcharge in each locality where such a surcharge applies is assessed at the following rate:

$$\frac{\text{Statutory rate}}{1 - \text{Statutory rate}}$$

The effective date of the surcharge will be no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within five (5) business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the End User's first bill rendered after the effective date of the change.

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2.4 Taxes and Surcharges (Continued)

- 2.4.4 *Gross Revenue Surcharge Rates.* The following surcharges are not applicable to services provided for resale to telecommunications companies possessing Certificates of Public Convenience and Necessity from the New York State Public Service Commission, or designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

A. New York State Surcharge

<u>Period</u>	<u>Surcharge Rate</u>
January 1, 2006+	2.6%

B. MTA Surcharge

<u>Period</u>	<u>Surcharge Rate</u>
January 1, 2006+	0.6%

C. New York City Surcharge 2.41%

- 2.4.5 *State Universal Service Charge.* The Company will apply a surcharge on intrastate revenues (recurring and non-recurring) equivalent to the percent assessment from time to time established by the Commission or its agent for Universal Service/High Cost Fund.

- 2.4.6 *Surcharges Subject to Tax.* The gross revenue, gross earning, gross income, and excise tax Surcharges, the State Universal Service Charge and the Federal Surcharges set forth in 2.4.7 following, are themselves subject to relevant surcharges, and are therefore "grossed up" or subject to gross revenue and excise tax surcharges. All grossed-up Surcharges and Federal Surcharges collected are themselves subject to applicable state and federal taxes, including but not limited to state and local sales taxes, school district taxes, and federal excise taxes.

- 2.4.7 *Federal Universal Service Charge.* The Company will apply a surcharge on Customer's interstate and international revenues equivalent to the percentage assessment from time to time established and levied on Company's interstate and international revenues by the Federal Communications Commission (F.C.C.).

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2.5 Payment for Service

- 2.5.1 *Responsibility.* The End User is responsible for payment of all charges for services furnished to the End User by the Company. All charges due from the End User are payable to the Company or to any agency duly authorized to receive such payments (such as a LEC).
- 2.5.2 *Disputed Charges.* Charges billed directly by the Company are due upon receipt. Amounts not paid within ten (10) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the End User of a dispute as to charges must be received by the Company within thirty (30) days after the date due. Otherwise, all charges will be considered correct and binding.

For charges billed through a LEC, notice from the End User of disputed charges must be received by the Company within sixty (60) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the End User. Disputed charges are also subject to LEC-established billing policies.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to End User's charges shall be made to the extent that circumstances exist which reasonably indicate that such adjustments are appropriate.

Contact information for customer inquiries will be displayed on the Company's website at www.centurylink.com/corrections. A toll-free inquiry line will also be displayed in End User bills, including LEC bills, direct bills, and credit/debit card statements when paying for Prepaid Collect service using a credit or debit card.

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2.5 Payment for Service (Continued)

2.5.3 *Credit Verification.* The Company reserves the right to validate the creditworthiness of Called Party End Users through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may require the customer to establish a Prepaid account, and in accordance with contractual agreements with Facilities.

The Company may request that the Facility adopt, as part of its program, terms that enable the Company to collect the charges for all Inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.5.4 *Returned Checks.* The Company reserves the right to assess a return check charge of \$15.00 for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to New York law and regulations.

2.5.5 *Late Payment Fees.* The Company reserves the right to assess a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower, on any past due balance.

2.6 Discontinuation of Service

2.6.1 The Company may discontinue service with proper notice to an End User for any of the following reasons:

- a) Failure of Customer or End User to pay for service when due
- b) Failure of Customer or End User to make proper application for service
- c) Violation by Customer or End User of any Company rules on file with the Commission
- d) Violation of applicable Facility policy by Customer or End User

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2.6 Discontinuation of Service (Continued)

2.6.1 The Company may discontinue service with proper notice to an End User for any of the following reasons (Continued):

- e) Fraudulent use of the ITS by the Customer or End User
- f) When necessary for the Company to comply with applicable laws or regulations.

2.6.2 The Company may discontinue service with proper notice to a Facility for any of the following reasons:

- a) Failure of Facility to provide adequate access to its premises in order to provide service
- b) Facility's breach of contract for services provided by Company
- c) In the event the Company determines that Facility's premises impose undue physical risk to Company representatives
- d) If Facility does not provide adequate interfaces with systems to ensure security of ITS communications
- e) When necessary for the Company to comply with applicable laws or regulations.

2.7 Call Restrictions

Calling restrictions may be imposed by the Facility. Calls to 911, directory assistance, 0+/0-, 700, 800, 900, 976, 950, 10xxx, third number billed, credit card, and local direct will be blocked by the ITS. The Facility may block additional calls according to its security policies and may require that calls only be placed to pre-approved numbers.

2.8 Contractual Offerings

The Company may negotiate with prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable, without regard to this tariff. The Company shall file with the Commission, upon request, any contract or memorandum of understanding which will include the rates, charges, practices, rules or regulations applicable to the service.