

CenturyTel of Ohio, Inc.
d/b/a CenturyLink

P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

First Revised Title Sheet
Cancels Original Title Sheet

P.U.C.O. No. 12
GENERAL EXCHANGE TARIFF

CENTURYTEL OF OHIO, INC.
d/b/a CenturyLink

P.U.C.O. No. 12
General Exchange Tariff

CANCELS

Prior P.U.C.O. No. 12
General Customer Services Tariff

AND CANCELS

P.U.C.O. No. 1
Pole Attachment Tariff **

(T)

AND CANCELS

P.U.C.O. No. 11
Exchange Rate Tariff

CenturyTel of Ohio, Inc. provides local and general exchange services

for All Exchanges Areas Served in the

STATE OF OHIO

and

Includes
RATES, RULES AND REGULATIONS

Unless specified in the Company's [Local Terms of Service for Non-Basic Local Exchange Services](http://www.CenturyLink.com/tariffs)
located at www.CenturyLink.com/tariffs.

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CenturyTel of Ohio, Inc. is a wholly owned subsidiary of CenturyLink, Inc. Services offered pursuant to this tariff may be offered under the brand name CenturyLink. All regulated and tarified services offered by CenturyTel of Ohio, Inc. under its brand name CenturyLink are subject to the terms and conditions of this tariff.

**** P.U.C.O. No. 1, Pole Attachment Tariff, was reissued on June 20, 2016 in accordance with Case No. 15-0890-TP-UNC. Accordingly, Section 8, Pole Attachment, of this P.U.C.O. No. 12 was subsequently deleted in its entirety.**

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Issued: July 27, 2016
CenturyTel of Ohio, Inc. d/b/a CenturyLink
By Bill Hanchey, Vice President
Wake Forest, North Carolina
OH 16-10

Effective: July 27, 2016
In accordance with Case Nos.: 90-5010-TP-TRF
and 16-1585-TP-ATA
Issued by the Public Utilities Commission of Ohio

P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

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CenturyTel of Ohio, Inc. d/b/a CenturyLink
By Duane Ring, Vice President
LaCrosse, Wisconsin

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CenturyTel of Ohio, Inc. d/b/a CenturyLink
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Wake Forest, North Carolina

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EXPLANATION OF SYMBOLS

(C)	-	Change in regulations
(D)	-	Discontinued rate or regulation
(Z)	-	Correction of an error
(I)	-	Increase in rate
(N)	-	New rate or regulations
(O)	-	Obsolete
(R)	-	Reduction in rate
(T)	-	Text change only

TRADE NAMES, TRADEMARKS AND SERVICE MARKS USED IN THIS TARIFF

Below is a list of trade names, trademarks and/or service marks for services which are offered in this Tariff. These trade names, trademarks and/or service marks are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. cannot be used by another party without authorization.

CENTURYLINK
CENTURYLINKTM
CENTURYLINKSM

Pursuant to 4901:1-6-11(B)(5), all telephone companies offering BLES are subject to the Commission's service requirements found in Rule 4901:1-6-12 of the Administrative Code.

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EXPLANATION OF TERMS

Access Line - A central office line which provides access by a customer to the exchange telephone network for local and long distance telephone service.

Auxiliary Line - An individual circuit connecting an additional main station with a central office and used for the purpose of relieving the load on the main individual lines service of a customer.

Base Rate - A schedule rate for any class of exchange service available within the base rate area.

Base Rate Area - That portion of the exchange area in which exchange service is furnished at schedule rates for each class of service without mileage or construction charges.

Building (Same) - A structure under one roof, or two or more structures under separate roofs, but connected by passageways, in which the wires or cables of the Company can be safely run - provided the plant facility requirements are appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

Central Office - A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Central Office Line (See also "Access Line") - A circuit connecting an individual or party-line main station, key telephone system, PABX system or Data equipment with a central office.

Channel - A path or combination of paths, for electrical communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

Circuit - The term applicable to a channel used for the transmission of electrical energy in the furnishing of telephone and other communication services. In the case of battery circuits and generator circuits, each pair of wires is considered as a separate channel

Class of Service - A sub grouping of telephone customers for the purpose of rate distinctions.

Conduit or Duct - A tubular runway for underground cables.

Construction Charge - A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the terms and conditions in the General Exchange Tariff.

Continuous Property - The continuous plot of ground, including any buildings thereon, owned or leased and occupied by a customer, which is not separated by public highways or by property occupied by others, except that where a customer owns or leases and occupies private properties on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., which properties otherwise would be continuous, such properties are considered continuous property, provided poles or conduit are not required for the placing of wire facilities between the properties, or, if required, are provided and maintained by or at the expense of the customer.

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By Duane Ring, Vice President
LaCrosse, Wisconsin

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EXPLANATION OF TERMS

Contract - The service agreement between a customer and the Company under which service and facilities for communication between specified locations for designated periods, and for the use of the customer and the authorized users specifically named, are furnished in accordance with the provisions of this tariff.

Customer - Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this tariff.

Customer Premises Equipment - Customer premise equipment is defined for this tariff as all equipment provided by the Company and located on the customer's premises except over voltage protection equipment, inside wiring, coin-operated or pay telephones, and multiplexing equipment to deliver multiple channels to the customer.

Customer Provided Equipment - Devices or apparatus and their associated wiring provided by a customer which are connected either electrically, acoustically or inductively and which are capable of communications between customer provided equipment and other stations.

Data Set - A device designed to accept from and/or impart to customer-provided data transmitting and/or receiving terminal equipment, material in the form produced and/or accepted by the customer-provided equipment into a form acceptable for transmission over Company facilities.

Entrance Facilities - Facilities extending from the point of entrance on private property to the premises in which service is furnished.

Exchange - A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communications service within that area.

Exchange Access Line - A central office line which provides access to the exchange telephone network for local and long distance telephone service.

Exchange Service - The service of furnishing facilities for telephone communication within a local service area, in accordance with the regulations and charges specified within this tariff and on the Company's web site at <http://about.centurylink.com/legal>.

Extended Area Service - A type of telephone service furnished under tariff provisions whereby customers of a given exchange may complete calls to and receive messages from one or more exchanges without the application, where provided by the tariff, of long distance message telecommunications charges.

Extension Line - A circuit connecting an extension telephone and signaling device with a telephone circuit to which the main telephone is connected.

Extension Line Mileage - The measurement applying to that portion of an extension line in excess of the length provided by the Company without additional charge.

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EXPLANATION OF TERMS

Facilities - Equipment which is provided by the Company and utilized by it in the furnishing of telecommunications services, or which is provided by a customer for his telecommunications purposes.

Flat Rate Service - A classification of exchange service furnished to a customer under tariff provisions for which a stipulated charge is made regardless of the amount of use.

Foreign Central Office Service - Exchange service furnished under tariff provisions by means of a circuit connecting a customer's main station with a central office other than that regularly serving customers within the same central office service area.

Foreign Exchange Listing - The listing of a customer in an exchange other than the exchange from which the customer is served.

Foreign Exchange Mileage - The mileage applied in establishing the rate for a customer receiving "Foreign Exchange Service".

Foreign Exchange Service - Exchange service furnished under tariff provisions by means of a circuit connecting a customer's main station with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.

Grade of Service - Description of exchange service with respect to the number of main telephones which may be connected to a central office line.

Household - A household comprises all persons who occupy a dwelling unit, that is, a house, an apartment, or other group of rooms, or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head) and also the lodgers and employees, if any, who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

Individual Line Service (or Single Line Service) - A classification of exchange service furnished under tariff provisions which provides that only one main station shall be served by the circuit connecting such station with the central office or other switching unit.

Initial Nonrecurring Charge (INC) - A nonrecurring charge made for the placing or furnishing of telephone equipment, which may apply in addition to service connection and other applicable charges for service or equipment.

Initial Rate - A schedule rate for any class of exchange service available within the initial rate area.

Initial Service Period - The minimum period of time for which service, facilities or equipment are provided.

Installation Charge - A nonrecurring charge made for the placing, connecting, or furnishing of telephone equipment, or for the establishment of service.

Interface - Denotes that point on the premises of the customer, authorized user or joint user, at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

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EXPLANATION OF TERMS

Local Channel - Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more stations within an exchange area.

Local Message - A communication between a calling telephone and any other telephone within the local service area of the calling telephone.

Local Service - The intercommunication (by means of facilities connected with a Company central office or offices and under the provisions of the Company) between telephone stations located in the same exchange or in different exchanges between which no toll rates apply.

Local Service Area - That area in which a customer obtains local telephone service without the payment of a toll charge. A local service area may be made up of one or more central office areas.

Main Station - A communication between two telephone stations.

Message - A communication between two telephone stations.

furnished by the Company is based.

Minimum Contract Period - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

Payphone Access Line - The line to which coin, coinless, card reader, or a combination of coin/card reader telephones may be attached.

Mileage - The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit

Premises (Same) - Except in connection with inside moves, the same premises consist of:

- a. The building or buildings, together with the surrounding occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- b. The portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.
- c. The continuous property operated as a single farm whether or not intersected by a public road. In connection with inside moves, the premises consists of the building or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence or a combination thereof, and not intersected by a combination thereof, and not intersected by a public thoroughfare, a corridor, or a space occupied by others.

Rate Area - A specific section of an exchange area within which schedule rates for local service apply without exchange line mileage charges.

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EXPLANATION OF TERMS

Rates or Charges Based Upon Costs Incurred - Whenever rates or charges "based upon costs incurred" are applied in this tariff, such costs consist of an estimate of the following items, to the extent that they are applicable:

- a. Cost of maintenance
- b. Cost of operation.
- c. Depreciation of the estimated cost, installed, of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- d. Administration costs, taxes, and uncollectible revenue, on the basis of reasonable average charges for these items.
- e. Any other specific item of expense associated with the particular situation.
- f. A reasonable amount, computed on the estimated cost, installed, of any facilities provided, for return and contingencies.

Estimated cost, installed, as mentioned in (c) and (f), above, includes cost of equipment and material specifically provided or used, plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts.

Private Right-of-Way - A right-of-way on private property which is not a part of a public highway.

Right-of-Way - The right which the Company obtains to use the land of another for the purpose of installing, constructing, operating, and maintaining its facilities. The phrase "right-of-way" also means a strip of land which the Company has acquired to use for its facilities.

Satellite Location - Secondary location service provided to the same customer at a different premise through the use of auxiliary dial switching equipment connected by tie lines to the dial switching equipment at the primary location on the customer's premises.

Service Charge - The nonrecurring charge a customer is required to pay at the time of establishment of telephone service or subsequent addition to that service.

Station - A telephone instrument, consisting of a transmitter, receiver, and associated apparatus, so connected as to permit the transmitting and receiving of telephone messages. ("Station" is synonymous with "telephone station".)

- a. Main Station: A station directly connected by means of an individual line or by a toll circuit (foreign-exchange), with a central office or toll office.
- b. Extension Station: An additional station connected on the same central office line as a main station and having the same telephone number as the main station.

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CenturyTel of Ohio, Inc. d/b/a CenturyLink
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EXPLANATION OF TERMS

Supersedure of Service - An applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a customer discontinuing that service when the applicant is to take service on the premises where that is being rendered if a notice to that effect from both the customer and the applicant is presented to the Company and if an arrangement acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

Suspension of Service - An arrangement made at the request of the customer or initiated by the Company, for temporarily interrupting service, without termination of contract. During the period of suspension, the Company's equipment remains at the customer's premises in anticipation that normal service will be resumed at some future date.

Termination of Service - The discontinuance of service or facilities (including channels and station equipment) provided by the Company, either at the request of the customer or by the Company under its regulations concerning cancellation for cause.

Termination Charge - A charge applied when a customer discontinues an item of service or equipment prior to the expiration of the minimum contract period designated for such item.

Toll Service - That part of the total telephone service rendered by the Company which is furnished between local service areas in accordance with the rates and regulations specified in the Company's General Exchange Tariff.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.1. General

The regulations contained in this Section are applicable, unless otherwise stated or unless modified by specific regulations contained elsewhere in this tariff, the General Exchange Tariff, to all telecommunications services offered by CenturyTel of Ohio, Inc. d/b/a CenturyLink referred to as the Company.

1.1.1 Customer Rights and Responsibilities

Customers have certain rights and responsibilities. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

1.2. Limitations and Use of Service

1.2.1 Use of Customer's Service

- a. Customer service is furnished only for use by the persons residing in the customer's household or guests of the customer, except, as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises. The Company will refuse to install customer service, or to permit such service to remain, on premises of public or semipublic character where the instrument is so located that the public in general or the patrons of the customer may make use of the service.

If it is found that the customer is sharing the service with an individual other than a person residing in the customer's household, or a guest of the customer, the Company will thereafter require the customer to take Joint User Service unless he terminates the joint use of the service. The Company will require a customer permitting public use of service to take public or semipublic service unless such use is terminated.

- b. Except as otherwise provided in this tariff, service furnished by the Company is intended only for communications in which the customer has a direct interest. It shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any person, firm or corporation for the use of the service or for the collection, transmission or delivery of communication. This prohibition shall not apply to a customer who is engaged as a communications common carrier in a public telegram message business, nor does it restrict resale to carriers certified by the Public Utilities Commission of Ohio.
- c. In view of the fact that the customer has exclusive control of communication over the facilities furnished by the Company and of the uses for which such facilities may be furnished, and because of unavoidability of errors incident to the services and to the use of such facilities, the service and facilities by the Company are subject to the terms, conditions and limitations herein specified.

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GENERAL REGULATIONS

1.2 Limitations and Use of Service (Continued)

1.2.2 Establishment of Identity

The calling party shall establish his identity in the course of any communication as often as may be necessary, and shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called locations.

1.2.3 Accessories Provided by the Customer

Accessories which aid a customer's convenience in the use of Company facilities in the service for which they are furnished under this tariff are permissible provided any such accessory meets the following conditions:

- a. The safety of Company employees or the public cannot be endangered.
- b. It must not damage or require alteration of Company equipment or facilities.
- c. Direct electrical connection to Company equipment or facilities cannot be made.
- d. The accessory must not impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

1.2.4 Broadcast of Recordings of Telephone Conversations

The broadcast of a recording of a telephone conversation or an incoming message during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with customer-provided voice recording, reproducing and automatic answering and recording equipment.

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By Duane Ring, Vice President
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GENERAL REGULATIONS

1.2 Limitations and Use of Service (Continued)

1.2.5 Recorded Public Announcements

Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:

- a. For purposes of identification, telephone service customers who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. Customers transmitting factual public announcements such as time, stock market quotations, airline schedules, and similar information are excluded from this condition.
- b. Nonpublished telephone numbers will not be furnished for use with recorded public announcements.
- c. Failure to comply with these provisions shall be cause for termination of the service.

1.2.6 Limited Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

1.2.7 Transmitting Messages

The Company offers the use of its facilities when available for transmission of messages, but the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

1.2.8 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for any unlawful purpose. However, the Company cannot incur the potential liability associated with making judgments about the validity of allegations of unlawful use. Accordingly, the Company will refuse to furnish, or discontinue furnishing, service on the ground of unlawful use of the service only when ordered to do so by a court of competent jurisdiction.

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GENERAL REGULATIONS

1.2 Limitations and Use of Service (Continued)

1.2.9 Cancellation of Service for Cause

- a. The Company, may, without incurring any liability, either suspend service or terminate the customer's service without suspension for any of the following reasons:
- (1) Abandonment of service. A customer will be held responsible for all service rendered until service is discontinued upon the request of the customer or until abandoned service is discontinued as a result of the customer vacating the premises without advising the Company.
 - (2) Failure of a customer to make the suitable deposit as required by this tariff.
 - (3) Impersonation of another with fraudulent intent.
 - (4) Nonpayment of any sum due for regulated local exchange Services The disconnect notice and procedures will comply with all applicable Commission rules and orders.
 - (5) Unlawful use of the service.
 - (6) Permitting public use of the service
 - (7) Failure to comply with the "Recorded Public Announcements" provisions of this tariff.
 - (8) Use of service in such a way as to impair or interfere with the service of other customers including, but not limited to, the use of telephone service by a customer or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls to such customer at or about the same time, which may result in preventing, obstructing or delaying the telephone service of others.
 - (9) Provision of false or misleading information in obtaining telephone service or credit from the Company.
 - (10) Violation on the part of the customer of any of the regulations contained in this tariff.
 - (11) Attachment or connection of equipment, apparatus, circuits or devices not furnished by the Company, except as provided in this tariff.

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GENERAL REGULATIONS

1.2 Limitation and Use of Service_(Continued)

1.2.9 Cancellation of Service for Cause (Continued)

a. (Continued)

(12) Abusive or fraudulent use of service as follows:

- (a) The use of service or facilities of the Company to transmit a message, to locate a person, or to give or obtain information, without payment of the charge applicable for the service.
- (b) The obtaining or, the attempting to obtain, or the assisting of another to obtain or to attempt to obtain local or distance message telecommunications service; by rearranging, tampering with, or making connection with any facilities of the Company; by any trick, scheme, false representation, or false credit device; or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment in whole or in part, of the regular charge for such service.
- (c) The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- (d) The use of profane, obscene, or abusive language over or by means of the Company's facilities.
- (e) The use of service in such a manner as to interfere unreasonably with the use of the service by one or more customers.
- (f) The use of the service for any purpose other than as a means of communications.

- b. Following a suspension of service for any of the above reasons, the Company may disconnect the service and remove any of its equipment from the customer's premises.

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GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service

1.3.1 Availability of Facilities

- a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- b. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- c. When excessive costs are involved for the construction of accordance with the regulations set forth in Section 4, except as otherwise specified.

1.3.2 Application for Service

- a. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect. If the applicant refuses to comply with the requirements set forth in the Company's tariffs prior to the establishment of service, the Company may cancel the application and any amounts collected from the applicant will be refunded. The application is merely a request for service and does not in itself bind the Company to furnish the service, (except under reasonable conditions as set forth in the tariffs), nor does it bind the applicant to take service.
- b. Pursuant to the rules and regulations of the Commission, the Company reserves the right to refuse service, or subsequently can suspend or disconnect service of any applicant who is found to be indebted to the Company for service during the previous twelve months. The disconnect notice will comply with all applicable Commission rules and orders.
- c. When an application for service and facilities or a request for additions, rearrangements, relocation or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- d. If equipment has been ordered for the specific needs of a customer and the installation thereof is unduly delayed by or at the request of the customer, appropriate charges apply for such equipment for the period of the delay.

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By Duane Ring, Vice President
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF
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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.2 Application for Service (Continued)

- e. When a customer requests a change in locations of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service and equipment prior to completion of the work involved, the customer is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- f. Any change in rates or regulations prescribed by public authority having jurisdiction modifies all terms and regulations of applications or contracts to the extent of such changes, without further notice.

1.3.3 Application of Rates For Business and Residence Service

- a. Although, in general, business rates apply at business locations and residence rates apply at residence locations, the determination as to whether customer service should be classified as business or residence is based on the character of use to be made of the service.

b. Business Service Rate

The service is classified and charged for as Business Service where the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where a business listing is furnished.

c. Residence Service Rate

The service is classified and charged for as Residence Service where the use of the service is of a social or domestic nature and the business use, if any, is merely incidental and the service is located in a residence. In the case of a combined business and residence premises, the service is classified and charged for as Residence Service where it is located in a bona fide residential quarters of such premises. Residence Service may not be extended into the business quarters, but Business Service may be extended into residence quarters. A main station or an extension station located in a rectory, parsonage or pastor's residence will be classified and charged for as Residence Service.

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GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.3 Application of Rates for Business and Residence Service (Continued)

c. Residence Service Rate (Continued)

The service is classified and charged for as Residence Service when furnished at any location as an access to a repeater control and/or autopatch facility of a bona fide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 [47 CFR Section 97.5] or any successor regulation. The Company may request a copy of the amateur radio station license prior to the installation of service.

- d. Changes from business service to residence service are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as specified in Paragraph c. The customer can be required to retain business service for the remaining directory period, unless the facts indicate that the service is no longer to be used substantially for business purposes.
- e. Changes from residence to business service may be made without change in telephone number if the customer so desires. Service connection charges applicable for such changes are quoted in Section 3 of this tariff.

When it is determined that the service of a customer to Residence Service should be classified and charged for as Business Service, the Company will discontinue the service of such a customer in the event he refuses to permit the service to be classified and charged for as Business Service.

1.3.4 Supersedure of Service (Transfer of Service)

- a. Service previously furnished to one customer may be assumed by a new customer upon due notice of cancellation or in the case of abandonment, provided there is no lapse in the rendition of service. Such supersedures are subject to service connection charge regulations and may be arranged for in either of two ways:
 - (1) If the new customer fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder, then future bills are rendered without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
 - (2) If the new customer does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the supersedure is effective.

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GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.4 Supersedure of Service (Transfer of Service) (Continued)

- b. Under either method of supersedure, the reassignment of the old telephone number to the service of the new party is arranged for only after the former customer has given consent to its use, and then only when there exists no relationship, business or otherwise, between the old and new customers, and a change in the telephone number is not required.
- c. When a relationship does not exist, business or otherwise, between the old and new customers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid and then only if a change in the telephone number is not required.

1.3.5 Minimum Service Periods

- a. Termination liability contracts will apply to all equipment provided under lease. This will include miscellaneous, individual Residence and Business stations.
- b. Unless otherwise specified, the minimum service period for all services offered in this tariff is one month commencing with the installation date of the service except as follows:
 - (1) The minimum service period for directory listings is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day succeeding directory is first distributed to customers.
 - (2) For all other services furnished with minimum service periods exceeding one month, the applicable minimum service period is the number of months indicated in that section of this tariff containing the service offered.
- c. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations.
- d. For the purpose of administering this regulation and all other applicable regulations and rates of the Company's tariffs, every month is considered to have thirty days.
- e. Minimum service periods begin on and include the day following the establishment of service.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Established and Furnishing of Service (Continued)

1.3.6 Floor Space, Electric Power and Operation of Company Facilities at the Customer's Premises

- a. All suitable space and floor arrangements including adequate lighting, temperature control, power outlets, commercial power and any other arrangements which may be required on the premises for communication facilities provided by the Company will be provided by and at the expense of the customer. All responsibility for the safe condition or wiring, outlets and power remains with the customer.
- b. The operation of communication facilities provided by the Company at the customer's premises will be performed at the expense of the customer and must conform with the operating practices and procedures of the Company.

1.3.7 Provision and Ownership of Equipment and Facilities

- a. Equipment and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this tariff, must be installed, relocated and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the customer's premises, or to remove such equipment and facilities which are no longer necessary for the provision of service.
- b. Customers may not disconnect, remove or permit others to disconnect or remove any apparatus installed by the Company, except in the case of service furnished at hazardous locations and then only upon the written consent of the Company or as otherwise specified in the Company's applicable tariffs.
- c. Upon termination of service from any cause whatsoever, equipment and facilities furnished by the Company shall be returned in good condition, reasonable wear and tear thereof expected. The customer will be held responsible for loss of or damage to any equipment or apparatus furnished by the Company, unless such loss or damage is due to causes beyond his control.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.8 Provision and Ownership of Telephone Numbers

Telephone numbers are assigned to the Company by the North American Numbering Plan Administrator (NANPA) and are assigned by the Company to the service furnished the customer. The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company, nor to the continuance of service through any particular central office. Notwithstanding the above, the customer number is portable to another carrier pursuant to federal and state rules and regulations. The Company reserves the right to change such numbers and/or the central office designation associated with such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

1.3.9 Installation, Maintenance and Repairs

- a. All ordinary expense of installation, maintenance and repairs, unless otherwise specified in this tariff is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft or destruction of any of the Company's property due to negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- b. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any customer premises hardwired equipment or facilities furnished by the Company or permit others to do so, except in the case of service furnished at hazardous locations and then only upon the written consent of the Company or as otherwise specified in the Company's applicable tariffs.
- c. When equipment or facilities of the customer are connected to equipment or facilities of the Company under provisions of this tariff or a contract, it is contemplated that when trouble develops, the customer will make appropriate tests of his equipment or facilities to determine whether such trouble is in his own or the Company's equipment or facilities before reporting an out-of-service condition to the Company. Where the trouble is reported to the Company and the Company determines that the trouble is in the customer's equipment or facilities, the customer shall upon demand reimburse the Company for the expense incurred by it because of the customer's erroneous determination and report.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.10 Company Facilities at Hazardous or Inaccessible Locations

- a. Where service is to be established at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the customer may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company. Renumeration is to be based on the costs involved.
- b. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, other actions or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment and facilities.

1.3.11 Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours, or prior to the normal installation interval, or that work once begun be interrupted, the customer may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs the Company incurs as a result of the customer's special requirements.

1.3.12 Service at Outdoor Locations

The Company will refuse to provide, maintain, or restore service at outdoor locations unless the customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to instruments, apparatus, wiring, or other equipment furnished by the Company at such locations.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.13 Termination of Service

a. Termination of Service by the Company

- (1) When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated in the paragraphs below for termination of service by the customer apply.
- (2) When a residential subscriber's local service is disconnected for nonpayment, the local service provider shall maintain the subscriber's access to emergency services (9-1-1) for a period of at least fourteen days following such disconnection.
- (3) A LEC may restrict long distance service to a customer who owes past due long distance charges to the LEC or to a provider on whose behalf the LEC is billing. The LEC shall not restrict a customer from establishing toll service with a different toll provider for whom it does not bill.

b. Termination of Service by the Customer

- (1) Miscellaneous Service - Special Systems, Data Sets, Stations, etc.

The customer will furnish the Company with thirty (30) days prior written notice should it desire to terminate, in whole or in part, an application or contract for special equipment for which the initial application or contract period is in excess of one month at the same location. Customers who terminate any such application or contract prior to the end of the minimum period will be subject to termination charges as follows:

- (a) In the event of termination prior to the establishment of service, the termination charge will be an amount equal to all expenses incurred by the Company in connection with the performance of the contract.
 - (b) In the event of termination after the establishment of service, the charge will be the proration of the total termination liability due applicable to the customer's contract reducible by each month the equipment has been in service.
- (2) A customer is not permitted to carry over a termination liability due from one system and apply it to a new system or contract.
 - (3) Periods for which a system has been temporarily suspended by the customer, or suspended for nonpayment by the Company will not be credited to the determination of a termination liability.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.3 Establishment and Furnishing of Service (Continued)

1.3.14 Special Equipment and Service Arrangements (Special Assemblages)

The rates and charges quoted in this Tariff contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements, not provided for in the Company's applicable tariffs are requested, rates and charges will apply based upon the cost incurred, in each case whenever it is practicable to provide the service requested. In such cases, the Company reserves the right to require a minimum contract period longer than one month at the same location.

1.3.15 Construction

The rates and charges quoted in the this Tariff provide of the furnishing of service and facilities where suitable plant facilities are available or when the construction of the necessary facilities does not involve excessive costs. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section 4 this tariff.

1.3.16 Insufficient Central-office Lines

If a customer is served by a number of individual lines which are inadequate to handle the volume of his incoming and outgoing messages, the telephone service of persons trying to call him is impaired and the Company's central office switching equipment is overburdened by the resulting excessive numbers of vain attempts by others to call the customer, generally, this is detrimental to the Company's service to its patrons. Therefore, when such a condition exists, the Company will inform the subscriber of the inadequacy of the number of central office lines by which he is served. He must then subscribe to an adequate number of individual lines. If he fails to do so after reasonable notice, his service will be discontinued.

1.3.17 Telecommunications Service Priority (TSP) System

- a. A TSP System is a service, developed to meet the requirements of the Federal Government, which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. Priority installation and/or restoration of NSEP telecommunications shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations
- b. Regulations, rates and charges are specified in CenturyLink Operating Companies Tariff F.C.C. No. 1, Access Service, Section 13.

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By Duane Ring, Vice President
LaCrosse, Wisconsin

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.4 Customer Relations

1.4.1 Deposits

- a. **The Company may require an applicant or a customer to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service. The fact that a deposit has been made neither relieves the applicant nor the customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for service rendered.**
- b. **Applicants or customers who request service in a location where the Company believes, in its sole discretion, the equipment may be subject to loss or damage through theft, vandalism or other reasons involving a responsibility on the part of the customer will be required to make a suitable deposit to cover that potential loss or damage, such deposit not to exceed the value of the equipment furnished.**
- c. **Pursuant to Ohio Revised Code Section 4927.08 (6), the Company may require a deposit for the installation of BLES for any person that it determines, in its discretion, is not creditworthy.**
- d. **Deposits, if applicable, will be refunded or applied to any indebtedness to the Company for telephone service charges after twelve consecutive months of service without a suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.**
- e. **The Company does not apply interest on deposit amounts that it holds or upon the return of deposit amounts to the applicant or customer.**

(C)

(C)

1.4.2 Thirty-day Month

For the purpose of computing charges for equipment, facilities, and services, except for allowances for interruptions in service, every month shall be considered to have thirty days.

(M)

(M)

(M) Material previously found now appears on Sheet 15.1 of this section.

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GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.4 Customer Relations

1.4.3 Payment for Service

The customer is required to pay all charges for service and equipment in accordance with the Company's billing and collection practices. The customer will be held responsible for all charges for telephone service rendered in connection with local and long distance messages placed from his station and in connection with toll messages received at his station on which the charges have been reversed with the consent of a person at the called station.

1.4.4. Allowance for Temporary Denial

When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied for the entire period of denial except that in cases where service is restored on or before the day following denial, no allowance will be made.

1.4.5 Establishment of Credit

The company will require the applicant to satisfactorily establish financial responsibility by meeting the criteria established by the Company. When deposits are required, the Company will apply them based on the "individual service history method". This method involves calculating the amount of the deposit based on the known or estimated service history of the individual who is being assessed a deposit.

(M)

(M)

(M) Material previously appeared on Sheet 15 of this section.

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By Bill Hanchey, Vice President
Wake Forest, North Carolina

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Issued by the Public Utilities Commission of Ohio

P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.5 Liability of Company

1.5.1 Service Irregularities

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delay, errors or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer or of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate charge to the customer period of service during which such service irregularities occur.
- b. When facilities of others are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of others furnishing such facilities.
- c. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in a. above will be allowed for the entire period surrendered.

1.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

1.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless (including cost and reasonable attorney's fees) by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by the Company with, or using the facilities in connection with, apparatus and systems of the customer and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

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By Duane Ring, Vice President
LaCrosse, Wisconsin

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

GENERAL REGULATIONS

1.5 Liability of Company (Continued)

1.5.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment or removal of the instruments, apparatus and associated wiring furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

1.5.5 Equipment in Explosive Atmospheres

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- b. The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- c. The customer shall furnish, install and maintain sealed conduit with explosive-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

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By Duane Ring, Vice President
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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

BASIC LOCAL EXCHANGE SERVICE

2. Local Exchange Service

2.1 General

- a. The Company furnishes local exchange service in the following exchange areas: Avon Lake, Avon, Lorain, Amherst, Vermilion and Birmingham.
- b. Maps of those areas are on file with the Public Utilities Commission of Ohio.
- c. Each exchange service customer is entitled and enabled to make and receive calls on a local message basis (i.e., without the application of toll charges) as follows:
 - (1) to make calls to all stations in all exchange areas of the Company; and
 - (2) to receive calls from all customer stations in exchange areas of the Company.

2.2 Monthly Local Exchange Service Rates

2.2.1 Application of Rates

The following rates apply to all grades of main station local exchange service furnished in all exchanges by the Company.

2.2.2 Rates

Local Exchange Service ⁽¹⁾	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
a. Residential/Church ⁽³⁾		
Initial Line	\$16.30 (I)	\$17.55 (I)
b. Business ⁽³⁾		
Initial Line	33.25 (I)	34.50 (I)
c. Payphone ⁽²⁾		
Initial Line	14.32	14.32

(1) All rates are for access lines only.

(2) The rates for payphones are governed by 96-1310-TP-COI.

(3) The rates for basic local exchange service (BLES) as defined in OAC 4901:1-6-14 are capped at an annual increase of no more than \$1.25 per line.

BASIC LOCAL EXCHANGE SERVICE

2. Local Exchange Service (Continued)

2.3 Exchange Area Maps

2.3.1 Lorain Exchange
(233, 240, 244, 245, 246, 277, 282, 288, 960, 203, 204, 949)

2.3.2 Avon Exchange
(934, 937)

2.3.3 Avon Lake Exchange
(930, 933)

2.3.4 Amherst Exchange
(984, 985, 986, 988)

2.3.5 Vermilion Exchange
(967)

2.3.6 Birmingham Exchange
(965)

Maps are on file with the Public Utilities Commission of Ohio.

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By Duane Ring, Vice President
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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

BASIC LOCAL EXCHANGE SERVICE

2. Local Exchange Service (Continued)

2.4 Competitive Exchanges

2.4.1 Pricing Flexibility

All of the Company exchanges have been deemed competitive. The pricing flexibility accorded them has been defined in 4901:1-6-14.

<u>Competitive Exchanges</u>	<u>Approval Date</u>	<u>Anniversary Date</u>
Amherst	November 26, 2011	January 1, 2014 (T)
Avon	November 26, 2011	January 1, 2014
Avon Lake	November 26, 2011	January 1, 2014
Birmingham	November 26, 2011	January 1, 2014
Lorain	November 26, 2011	January 1, 2014
Vermilion	November 26, 2011	January 1, 2014 (T)

P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

SERVICE CHARGES

3.1 Definitions

3.1.1 Service Charges

A service charge consists of one or more of the following non-recurring charges for work required due to customer requests. The charges below are separately established in order to provide a reasonable basis for an equitable recovery of the costs incurred in the required operations.

- a. Service Order Charge - Applicable for receiving information and taking action in connection with a customer's or applicant's request. Service order charges are classified as either primary or secondary.
- b. Line Connection Work Charge - Applicable for testing and connecting functions required within the central office and/or for work done in providing or rearranging the drop wire, outdoor circuit or protector on the customer's premises.
- c. Initial Nonrecurring Charge (I.N.C.) - A charge applicable to the provision of certain items of equipment or facilities. It is distinguishable from service charges in that it is listed within the specific tariff description with which it is associated. This charge is in addition to the applicable service charges.
- d. Restoration Charge - Applicable for restoration of service following a suspension of service.

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SERVICE CHARGES

3.2 Application

3.2.1 General

- a. Service charges are applicable for all equipment and services furnished to the customer as indicated throughout this tariff except as provided hereinafter.
- b. Where the service desired requires more than one of the multi-element charges described in this tariff, the total charge is the sum of the separate charges for each function required except as hereinafter provided. All station handling work and line connection work requested at the same time for service on one premises will be covered by one service order charge and one premises visit charge.
- c. Service charges do not apply for service reestablished after destruction of the customer's premises by Act of God, public enemy, or fire whether at the same or another location. Regular Service Charges apply, however, to service reestablished in the old location after termination of service or subsequent to its establishment at another location under the above circumstances.
- d. Services charges may be required to be paid at the time of application for service.
- e. Service charges are not applicable for:
 - (1) Normal maintenance and repair of the Company's equipment and services.
 - (2) Change or correction in name or billing address when there is not a change in responsibility and no connection, disconnection, move or change in the service except as provided for dual name listing request.
 - (3) An upgrade of service except that premises visit and other charges will apply if necessitated.
 - (4) Customer provided telephone sets or other terminal equipment connected by the customer when no line connection or customer premises work is required.
- f. No service charges other than termination charges apply for the disconnection, discontinuance, or removal of equipment or service. Termination charges will apply as specified in Section 3.5 of this tariff.
- g. Changes in the locations of existing stations or terminations to points outside the customer's premises are considered new installations at the new location.
- h. The nonrecurring charge applicable for the establishment of foreign exchange service is the total of those nonrecurring charges applicable within the local and the foreign exchanges.
- i. In no case shall the combination of charges applicable for a move or a change of equipment or service exceed the charges applicable for a new installation of that equipment or service.

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By Duane Ring, Vice President
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF
Issued by the Public Utilities Commission of Ohio

P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

SERVICE CHARGES

3.2 Application (Continued)

3.2.2 Service Order Charges

- a. A service order charge will be applicable in addition to the appropriate line connection work and/or installation charge(s).
- b. The primary service order charge is applicable for requests for initial connection of service and connection of additional local exchange lines, private lines, off-premises extension lines, or tie lines to an established service, and transfer of service involving change in name and responsibility whether or not there is a lapse in service.
- c. The secondary service order charge is applicable for requests for connection of a number change, restoration of service and change from business to residence service or residence to business service.
- d. The primary service order charge and the secondary service order charge cannot be applied on the same order. When an order requires work for which both the primary and secondary service order charges would otherwise be applied, only the primary service order charge is applicable.

3.2.3 Premises Visit Charge

The premises visit charge is applicable if a premises visit is required to complete any requested work on the customer's premises with the following exceptions. The premises visit charge does not apply for:

- a. Removal of equipment or service.
- b. Number change (on a local exchange or a Centrex CO line number).
- c. Restoration of service following a suspension of service, when no physical work is required at the customer's premise.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

SERVICE CHARGES

3.2 Application (Continued)

3.2.4 Line Connection Work Charge

- a. The line connection work charge is applicable for work in the central office and for work done in providing or rearranging the drop wire or outdoor circuit on the customer's premises required in:
 - (1) Connection or reconnection of local exchange lines.
 - (2) Number changes on local exchange lines.
 - (3) Restoration of service following a temporary suspension.
 - (4) Rearrangement of Miscellaneous Service Arrangements.
- b. At least one line connection charge applies for each line connected or restored and for each telephone number changed.
- c. The Line Connection Charge - Central Office applies when work is performed due to customer request in the central office related to the connection, reconnection, rearrangement, restoration or change of telephone service.
- d. The Line Connection Charge - Outside Plant applies when work is performed due to customer request on any Telephone Company facilities, exclusive of central office facilities, related to the connection, reconnection, rearrangement, restoration or change of telephone service.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

SERVICE CHARGES

3.3 Schedule of Service Charges

3.3.1 Schedule of Charges & Maximums

	<u>Current/Max Charges</u>	
	<u>Residence</u>	<u>Business</u>
a. Service Ordering Charge		
(1) Primary Service Order	\$15.50	\$ 5.00
(2) Secondary Service Order	7.50	8.30
b. Line Connection Charge, each central office line, off-premises station line.		
(1) Line Connection Charge Central Office	4.35	8.05
(2) Line Connection Charge Outside Plant	10.15	23.20

3.4 Initial Nonrecurring Charges

- a. Initial nonrecurring charges for services and/or equipment are identified and presented throughout this tariff is applicable as a part of the offering of individual service features.
- b. These charges apply in addition to the charges listed in 3.4.
- c. Initial nonrecurring charges do not apply where service is established without wiring, connection, inside move, or change.

3.5 Termination Charge

- a. The termination charge is determined by multiplying the monthly termination amount by the number of months remaining in the service contract.
- b. The basic termination charge and the initial service period are indicated in the section of this tariff covering the service items to which they apply.
- c. When a customer discontinues one or more units of a group of the same item, the equipment installed last shall be considered as the equipment first discontinued.
- d. When a customer cancels an order for service, which is subject to a termination charge, prior to the establishment of that service, a charge applies equal to the costs incurred by the Company in engineering, ordering, providing the equipment and disposing of it, less credits obtained through disposal. In no event will the customer be liable for charges that exceed the termination charges associated with the canceled service.

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GENERAL EXCHANGE TARIFF

SERVICE CHARGES

3.6 Restoration Charges

When the service of a customer has been temporarily denied for non-payment in accordance with Section 1.2.9 but the contract has not been terminated or the order to remove service has not been issued and completed, such service will be restored upon payment of \$10.00. In case service has been denied for non-payment of charges due, in addition to the restoration of service charge, the customer will be required to pay all the last past due current exchange bill at the time of restoration of service.

3.7 Late Payment Charge

A late payment charge of **\$7.00** or **4%**, whichever is greater, applies to each residence customer and **\$11.00** or **4%**, whichever is greater, applies to each business customer when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

(I)
(I)

If payment for a current bill is received by the Company before the bill's due date, but for technical or other reasons the payment is not applied to the customer's account prior to the issuance of a subsequent bill, the customer shall not be liable for that portion of any unpaid balance attributable to a Late Payment Charge.

A customer shall not be liable for any Late Payment Charge applicable to a disputed portion of that customer's bill, so long as the customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

Agencies of the Federal government are exempt from the Late Payment Charge.

3.8 Returned Check Handling Charge

Current/Max
Nonrecurring
Charge

Charge per check returned

\$ 25.00

P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

CONSTRUCTION CHARGES

4.1 Construction Charges

4.1.1 General

- a. All rates and charges quoted in this tariff provide for the furnishing of service or channels where suitable facilities are available or where the construction of necessary facilities does not involve unusual costs.
- b. When the revenue to be derived from the service or channels is not sufficient to warrant the Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of such costs, as defined in the following paragraphs.
- c. When construction is provided by a connecting company or any outside contractor retained by the Company, charges made to the customer will be based on the charges of the connecting company or the outside contractor.
- d. Where a customer is so located that it is necessary to use private right-of-way to furnish a service and the Company is unable to obtain the required right-of-way without cost, the customer may be required to pay the entire cost involved in securing such right-of-way.
- e. When attachments are made to poles of other companies in lieu of providing pole line construction for which the customer would be charged under the provisions of this section, the costs to the Company of such attachments will be borne by the customer.
- f. Title to all construction, except pole lines or conduit provided on private property at the customer's expense, is vested in the Company.
- g. Construction charges are payable prior to the commencement of construction. At the option of the Company, a deposit on construction charges and a schedule of progress payments may be required prior to the commencement of construction.
- h. "Cost", as used in this Section, is interpreted to mean the cost of labor and materials excluding cable, wire and associated hardware, or the cost of contracted labor and materials, including charges for supervision and other overhead expense.
- i. Any pole line, conduit, trench or other facility furnished by the customer for use by, or in conjunction with, the Company's facilities is subject to final approval by the Company.
- j. Point of Interface, as used hereinafter, is defined as that point on or in the customer's premises where Telephone Company facilities terminate, and customer-provided facilities are connected to the general exchange network.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

CONSTRUCTION CHARGES

4.1 Construction Charges (Continued)

4.1.1 General (Continued)

- k. Telephone Company facilities shall be terminated at the minimal point of penetration, on or in the customer's premises, that is required for maintaining quality service. Location of this termination shall be determined by the Company or by mutual agreement of all concerned parties.

4.1.2 New Construction

a. Residential

(1) General

- (a) The Company shall provide up to three (3) wire pairs for each residential household when facilities are originally installed on newly constructed premises. Requests for facilities in excess of three (3) wire pairs per household will be fulfilled on a cost basis.
- (b) All requests for unusual or extraordinary construction will be subject to review and final approval by the Company.

(2) Aerial Distribution Plant

- (a) In areas where the Company's distribution plant is generally of an aerial nature and where it is not precluded by city ordinance or other statute from doing so, entrance facilities to a customer's newly constructed premises will be provided via aerial facilities.
- (b) In those instances where the customer's newly constructed premises is located away from the Company's main distribution facilities, the Company will provide, free or charge, the first 250 feet (or 1 wire span, whichever is less) of entrance facilities free to charge. Each additional 125 feet of entrance facilities, or fraction thereof, is \$24.35.
- (c) In any instance where more than one (1) wire span of entrance facilities is required, the customer shall provide the pole line where no other exists.
- (d) If the customer requests buried entrance facilities, where the Company would normally provide aerial facilities, a labor charge of \$.45 per foot of buried facilities shall apply.

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CONSTRUCTION CHARGES

4.1 Construction Charges (Continued)

4.1.2 New Construction (Continued)

a. Residential (Continued)

(3) Buried Distribution Plant

- (a) In areas where the Company's distribution plant is generally of a buried nature and where it is not precluded by city ordinance or other statute from doing so, entrance facilities to a customer's newly constructed premises will be provided via buried facilities.
- (b) In those instances where the customer's newly constructed premises is located away from the Company's main distribution facilities, the Company will provide, free of charge, the first 250 feet of buried entrance facilities. Additional facilities will be provided at a rate of \$.45 per foot.
- (c) In other facilities (i.e. natural gas, electricity, sprinkling system, CATV, etc.) have already been installed and concealed at the time of installation of telephone facilities, location and marking of all other facilities shall be accomplished prior to the installation of buried telephone facilities. Locations and marking shall be the customer's or the customer's agent's responsibility, except that the Company shall cooperate with the customer to obtain any marking, if desired.

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GENERAL EXCHANGE TARIFF

CONSTRUCTION CHARGES

4.1 Construction Charges (Continued)

4.1.2 New Construction (Continued)

b. Single-Tenant Business

(1) General

All requests for unusual or extraordinary construction will be subject to review and final approval by the Company.

(2) Buried Distribution Plant

- (a) The Company shall install, free of charge, the first two hundred fifty (250) feet of entrance facilities if the customer provides the appropriate path, i.e. pipe, conduit, open trench, etc. Additional facilities in excess of the original 250 foot allowance will be installed when the cost of labor and materials (other than cable), plus applicable overheads, is borne by the customer.
- (b) If the Company is required to provide the path (pipe, conduit, open trench, etc.) for the customer's buried entrance facilities, the cost of all time and materials required will be billed to the customer for the installation. Costs for pipe, conduit, etc., if required, shall be borne by the customer.
- (c) If the Company is requested or required to bury its facilities in the same path (pipe, conduit, open trench, etc.) as another utility, and the Company is required to share in the cost of that path, a rate of half the rate explained in paragraph (c) preceding shall apply to the customer provided a mutually acceptable agreement is in force with the other utility.

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CONSTRUCTION CHARGES

4.1 Construction Charges (Continued)

4.1.3 Moves and Changes

a. Residential and Single-Tenant Business

(1) General

- (a) Those regulations contained in Section 4.1.1 preceding shall apply to Moves and Changes, as applicable.
- (b) Moves and changes in entrance facilities requests by Single Tenant Business or their respective designated agents will be charged for on a time and materials basis.

(2) Aerial Distribution Plant

- (a) If the customer or his designated agent requests that existing aerial facilities be moved to accommodate construction, moving, etc. a charge of \$17.40 will apply to the first cable span of facilities moved. If more than one cable span of facilities must be moved, charges will be based on time and materials.
- (b) If a customer requests that his Point of Interface (i.e., protector) be moved from one location on a building to another location on that same building, charges as outlined in paragraph (a) above shall apply.

(3) Buried Distribution Plant

- (a) If a customer or his designated agent requests that existing buried entrance facilities be moved to accommodate construction, etc. a charge of \$.30 per foot of facilities moved will apply, with a minimum charge of \$40.10.
- (b) If a customer requests that his Point of Interface (i.e. protector) be moved from one location on a building to another location on that same building, charges as outlined in paragraph (a) above shall apply.
- (c) Buried distribution plant facilities serving the general exchange area will only be moved at the discretion of the Company.

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N11 ABBREVIATED DIALING CODES

5.1 Description

5.1.1 Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be preprogrammed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N11 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 2.

5.1.2 The following N11 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

211 – Community Information and Referral Services

311 – Non-Emergency Governmental Services

811 – One-Call Notification Systems

5.2 Terms and Conditions

5.2.1 The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)

5.2.2 Access to these abbreviated dialing codes is not available through the following dialing arrangements:

1+

0+, 0- (credit card, third-party billing, collect calls)

101XXXX

Operator assisted calls will not be completed.

5.2.3 The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N11 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

5.2.4 Directory listings may be provided for N11 services under the terms, conditions, and rates specified on the Company's web site found at <http://about.CenturyLink.com/legal>.

5.2.5 The N11 subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.

5.2.6 Calls to the N11 code that translate to a disconnected number will be routed to intercept for a maximum of 60 days when the N11 provider is a Company subscriber.

5.2.7 Disputes regarding geographic coverage by two or more N11 subscribers will be referred to the Public Utilities Commission of Ohio.

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N11 ABBREVIATED DIALING CODES

5.2 Terms and Conditions (Continued)

- 5.2.8 Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to-point number.
- 5.2.9 The N11 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach referral services provided by dialing N12.
- 5.2.10 N11 will be provided under the following conditions:
- a. The N11 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant.
 - b. The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - c. The N11 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
 - d. Suspension of N11 Service is not allowed.
 - e. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N12. If requested by the Company, the N11 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.
 - f. The Company will provide both oral and written notification when a N11 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N12. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the N11 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

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N11 ABBREVIATED DIALING CODES

5.2 Terms and Conditions (Continued)

5.2.11 The following conditions apply if the N11 subscriber provides a pre-recorded announcement:

- a. The N11 subscriber will provide the announcements. The Company will provide only delivery of the call.
- b. The provision of access to the N11 network by the Company for the transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
- c. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcements or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
- d. The N11 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

5.2.12 The Company may take all legal and practical steps to disassociate itself from N11 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

5.2.13 The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the subscriber.

5.2.14 The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in development, design, installation, operation, maintenance, performance or provision of N11 service, except for willful or wanton misconduct.

5.3 Rates

	<u>Nonrecurring Charge</u>
Initial Setup, Per Host Switch and/or Stand Alone Switch	\$300.00
Subsequent Changes, Per Host Switch and/or Stand Alone Switch	\$ 50.00

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MISCELLANEOUS SERVICE ARRANGEMENTS

6.1 911 Emergency Service

6.1.1 General

- a. When requested by local government authority and subject to the availability of facilities and equipment, the Company will provide 911 Emergency Service (911 Service) for the purpose of voice reporting emergencies by the public.
- b. The Company shall not be required to provide 911 Emergency Service to less than an entire central office (switching entity).
- c. A Public Safety Answering Point (PSAP) is the answering point for a 911 call. A PSAP must be created and staffed under an "Authority to Operate a 911 System" issued by the Public Utility Commission of Ohio.
- d. Any person dialing "911" from a telephone which is usable for local exchange telephone network access and arranged to provide 911 Service will be automatically connected to the Public Safety Answering Phone (PSAP) for that telephone.
- e. For the purposes of this tariff a Responding Agency is an agency which is prepared to provide one or more specific emergency services via calls transferred from a PSAP.
- f. 911 calls originated from local exchange telephone network access facilities shall be completed to the PSAP without a charge being assessed to the calling party by the Company.
- g. This offering is limited to the provision and use of the digits "911" as the Universal Emergency Telephone Number Code.
- h. 911 Service is a one-way service only.
- i. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "911" or to any other person who may be affected by the dialing of the digits "911". The Company's entire liability arising out of the provision of 911 Service under this tariff shall be limited as set forth in this Section and in the General Regulations.
- j. For 911 Emergency Service, each PSAP must subscribe to sufficient 911 Service Lines to adequately handle incoming calls in each PSAP's busy hour so that less than 1 call out of 100 encounters a busy signal. In no case shall the PSAP subscribe to less than two such lines per central office routing calls to the PSAP.

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MISCELLANEOUS SERVICE ARRANGEMENTS

6.1 911 Emergency Service (Continued)

6.1.1 General (Continued)

- k. The applicant will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines provided for above.
- l. 911 Emergency Service is intended to be an emergency service only. Therefore, in addition to the 911 Emergency Service lines, each PSAP must subscribe to at least one non-emergency (Administrative) local exchange line with at least one listed directory number.
- m. The Company will not undertake to prorate any billing among agencies jointly subscribing to a 911 Service.
- n. Intercept service for the seven-digit emergency number(s) replaced by 911 will be provided for a period of time as negotiated between the Company and the subscriber; however, in no case shall intercept service be provided for more than one year or beyond the next subscriber directory issuance, whichever is longer.
- o. Company recommendations for 911 Service will provide for a transmission grade of service from the calling party to the PSAP at least equivalent to that provided by the exchange telephone network. If the customer desires service with a different (lesser) transmission grade of service, the customer must submit such a request in writing and indicate his recognition of the less than optimal transmission design.
- p. As mandated by Ohio state law, the financial burden of 911 Emergency Service is prorated among all telephone customer access lines in the County. The amount so prorated is shown in paragraph 6.1.4 following.
- q. The Public Utilities Commission of Ohio will conduct an annual review of the rates charged herein and may adjust them according to costs required to provide this service at the time of the review.
- r. Any terminal equipment used in conjunction with 911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number identified through the Automatic Number Identification (ANI) feature as the source of an in-progress 911 call.
- s. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.

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MISCELLANEOUS SERVICE ARRANGEMENTS

6.1 911 Emergency Service (Continued)

6.1.1 General (Continued)

- t. 911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- u. 911 information consisting of addresses and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls. The 911 calling party forfeits the privacy afforded by Private and Semi-Private Directory Service to the extent that the telephone number and address associated with the originating station location are furnished to the PSAP.
- v. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in event the system is not functioning properly.

6.1.2 Description of Service

- a. Emergency reporting trunks from each central office route emergency calls to the Public Service Answering Points (PSAP) currently located in the county being served by 911 Service.
- b. Calls to the Responding Agencies, as outlined in the county final plans, are initiated by the PSAP operator via ringdown circuits.
- c. The lead host telephone company in each county being served by 911 Service maintains a list of all telephone numbers and addresses within the county and the appropriate Responding Agency which provides emergency service. The information is maintained in a computer database.

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MISCELLANEOUS SERVICE ARRANGEMENTS

6.1 911 Emergency Service (Continued)

6.1.3 Liability

- a. The Company's entire liability to the Customer or any person for interruption or failure of any aspect of 9-1-1 Service shall be limited by the terms set forth in this section, the Rules and Regulations section of this Tariff, and in any sections of other tariffs which apply to the provision of 9-1-1 Service by the Company. This 9-1-1 Service is offered solely to assist the Customer in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this 9-1-1 Service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer.
- b. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any act or omission by the Company or any of their employees, directors, officers, contractors or agents in the design, development, installation, maintenance, or provision of any aspect of 9-1-1 Service other than Company acts or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Customer for the time such interruption to service or facilities continues, after notice by the Customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer.
- c. The Customer shall indemnify and hold harmless the Company from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise which may be asserted by any person, business, governmental agency, or other entity against the Company as a result of any act or omission of the Company or Customer or any of their employees, directors, officers, contractors or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of the 9-1-1 Service or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of the 9-1-1 Service.
- d. The Company shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of the 9-1-1 Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.

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CenturyTel of Ohio, Inc. d/b/a CenturyLink
By Duane Ring, Vice President
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF
Issued by the Public Utilities Commission of Ohio

MISCELLANEOUS SERVICE ARRANGEMENTS

6.1 911 Emergency Service (Continued)

6.1.3 Liability (Continued)

- e. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems, such as PBXs or shared tenant services, unless provided to the Company by a Customer. At the rates set forth herein, the Company will integrate any records provided to it by the Customer in a Company-standard format for inclusion in a 9-1-1 ALI Database. However, by doing so, the Company makes no representation or warranty regarding the accuracy of the data provided to it by a Customer and shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of this data by the Customer, which may be asserted by any person, business, government agency, or other entity against the Company.
- f. The Company shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of any aspect of 9-1-1 Service when there is a failure of or interruption in 9-1-1 Service due to the attachment of any equipment by a customer to Company facilities. The customer may, with the prior written consent of the Company, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. The Company reserves the right to refuse attachments if the Company determines that said attachments will degrade the 9-1-1 Service ordered by the Customer, Company facilities or otherwise affect its telephone operations.
- g. The Company shall not be liable for any civil damages, whether in contract, tort, or otherwise, caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to Emergency Response Agencies responding to calls placed to a 9-1-1 Service or Host Provider using such information to provide a 9-1-1 Service.
- h. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide, 9-1-1 Service to any subscriber to a nonregulated telephone service (e.g., shared tenant service). It is the obligation of the 9-1-1 Customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the 9-1-1 Customer's service area. Neither the 9-1-1 Customer nor the Company shall have any responsibility for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the 9-1-1 Customer's service area or for calls originating from voice over internet protocol, or mobile/cellular telephones.

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MISCELLANEOUS SERVICE ARRANGEMENTS

6.1 911 Emergency Service (Continued)

6.1.3 Liability (Continued)

- i. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of Customer provided facilities or equipment.
- j. The approval by the P.U.C.O. of the foregoing language in this tariff does not constitute a determination by the P.U.C.O. that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the P.U.C.O. recognizes that since it is a court's responsibility to adjudicate negligent and consequent damage claims, it is also the court's responsibility to determine the validity of the limitation of liability therefore.

6.1.4 County Rate List ⁽¹⁾

<u>County</u>	<u>Subscriber Charge</u>	<u>Implementation Date For 911 Service</u>	<u>Effective Date For Current 911 Subscriber Charge</u>	<u>Initial Case No. for 911 Implementation</u>	<u>Most Current Case No. for 911 Review</u>
Erie	\$.18	05-06-1992	05-06-1992	91-1767-TP-EMG	91-1767-TP-EMG
Lorain	\$.18	11-15-1989	11-15-1989	88-1607-TP-EMG	88-1607-TP-EMG

⁽¹⁾The rates for 911 Emergency Service are governed by 86-911-TP-COI.

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MISCELLANEOUS SERVICE ARRANGEMENTS

6.2 Telecommunication Relay Service (TRS)

6.2.1 General

Telecommunications Relay Service (TRS) is a telephone service that allows persons with hearing or speech disabilities to place and receive telephone calls.

Customers may be assessed a charge to fund the Telecommunication Relay Services for the State of Ohio in accordance with Section 4905.84 of the Revised Code. This charge shall in no event exceed the per end-user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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LIFELINE ASSISTANCE PROGRAMS

(T)

Pursuant to FCC order 15-71, adopted June 18, 2015, the Company no longer provides Lifeline discounted service to resellers as of August 15, 2016.

Customers who received Lifeline Assistance prior to December 2, 2016 will continue to receive benefits until their annual re-certification date, at which time customers must demonstrate their continued eligibility by meeting the eligibility requirements in effect as of December 2, 2016.

(C)

7.1 Federal Lifeline Programs

a. Description

The Federal Lifeline Program assists qualified low-income applicants with reductions in their monthly Local Exchange Service rate. The assistance applies to a single telephone line or broadband service at the applicant's principal place of residence.

b. Eligibility Requirements

To receive assistance an applicant must demonstrate an annual household income at or below 135 percent of the federal poverty guidelines, or must demonstrate participation by the applicant, applicant's dependent(s) or a member of applicant's household ^[1] in one of the following programs:

- Federal Public Housing Assistance (FPHA) or Section 8
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Veterans Pension Benefit and Survivors Pension

c. Terms and Conditions

- (1) An applicant may request Lifeline assistance through completion and submission of a form provided by the Company or by an agent of the state or Federal Communications Commission.

^[1] A household is defined, for purposes of administering this program, as any individual or group of individuals who live together at the same address and share income and expenses.

(C)

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CenturyTel of Ohio, Inc. d/b/a CenturyLink
By Bill Hanchey, Vice President
Wake Forest, North Carolina

In accordance with Case Nos.: 90-5010-TP-TRF
and 16-2127-TP-ATA
Issued by the Public Utilities Commission of Ohio

LIFELINE ASSISTANCE PROGRAMS

(C)

7.1 Federal Lifeline Programs

(N)

c. Terms and Conditions (Cont'd)

- (2) **The Federal Lifeline Program credit may be applied to any qualifying residential Local Exchange Service provided by the Company (including Packaged Services).**
- (3) **Customers are limited to one credit per household, which may be applied towards a qualifying wireline service, broadband service or a bundled voice and data service package. Customers are not eligible to receive a credit from the Company if they receive a Federal Lifeline Program credit for a service provided by another Eligible Telecommunications Carrier or Lifeline Broadband Provider.**
- (4) **The Federal Lifeline Program credit will be pro-rated on the basis of a 30-day month from the effective date of the customer's application.**
- (5) **Applicants must provide proof of eligibility and be deemed eligible for participation before monthly credits begin. Credits will only be issued on a go-forward basis.**
- (6) **Nonrecurring charges will not apply when establishing this program on existing service.**
- (7) **Partial payments made by Lifeline customers will be applied first towards local service charges.**

(N)

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Wake Forest, North Carolina

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LIFELINE ASSISTANCE PROGRAMS

(C)

7.1 Federal Lifeline Programs

(N)

c. Terms and Conditions (Cont'd)

- (8) Toll Restriction (also known as Toll Blocking) is available to Lifeline customers upon request at no charge. No service deposit will be required for applicants who voluntarily elect toll restriction with the initiation of Lifeline service.
- (9) Any Lifeline customer who has a past due balance in toll message charges will be automatically restricted from access to toll services until the outstanding balance is paid. The customer will not be charged for the toll restriction placed on the account. The Restoration Charge applies to Lifeline customers whose message toll service has been restricted for nonpayment.
- (10) If a Lifeline customer is toll restricted for a second occurrence, the Company may, at its discretion, place the Lifeline customer on a permanent toll restriction. A Lifeline subscriber's request for reconnection or re-establishment of local service will not be denied if the service was previously suspended or disconnected for non-payment of toll charges.

d. Monthly Credit

	<u>Credit Amount</u>
Federal Lifeline Program Credit, per month	\$9.25

7.2 Link-Up Program

Link-Up assistance for non-Tribal Lifeline customers was eliminated as of April 1, 2012, pursuant to the FCC's Lifeline and Link Up Reform and Modernization, Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 11-42, FCC 12-11 (rel. Feb. 6, 2012).

(N)

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RESERVED FOR FUTURE USE

(C)

(D)

(D)

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By Todd Schafer, Region President
Wake Forest, North Carolina

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Reserved for Future Use**

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**** THIS FIRST REVISED PAGE 1 ALSO CANCELS ORIGINAL SHEETS 2 THROUGH 6 OF THIS SECTION.**

(N)

(N)

PAYPHONE SERVICE

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By Duane Ring, Vice President
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PAYPHONE SERVICE

9.1 Payphone Service

1. Conditions

- a. Payphone Service includes lines to which coin, coinless, card reader or a combination of coin/card reader telephones may be attached.
- b. Payphone Service is a business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer's premises, and the Network Interface Device (NID) at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.
- c. A maximum of one customer-provided instrument implemented pay telephone may be connected to any one instrument-implemented or CO-implemented payphone line.
- d. General Regulations found in this tariff are applicable to the provision of Payphone Service.
- e. Directory listings may be provided under the regulations governing the furnishing of listings for business subscribers.
- f. A Network Interface Device will be installed at a location determined by the Company which is accessible to the customer. The Network Interface Device (NID) is a company-provided jack or its equivalent. It is the point of connection between the telephone company owned wiring and wiring owned by the Customer.
- g. Applicable Nonrecurring Charges will apply for the move or rearrangement of the Company's facilities which are made at the request of the customer.
- h. The Company shall not be liable for shortages of coins collected and deposited at the subscriber's equipment. The limit of the Company's liability for end user fraud of whatever nature occurring at or in association with the subscriber's equipment shall be governed by provisions of this Tariff and rules or regulations of the Commission. In case of conflict between the tariff provisions and Commission rules and regulations, the rules or regulations shall prevail.
- i. Extensions to a payphone line are not permitted.
- j. The Multiline business Subscriber Line Charge, found in the interstate access tariff, is applicable to all Instrument-Implemented and CO-Implemented payphone lines.

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PAYPHONE SERVICE

9.1 Payphone Service (Continued)

2. Responsibility of the Customer

- a. The customer, for the purposes of this tariff, is defined as the person subscribing to payphone service.
- b. The customer shall be responsible for the installation, operation and maintenance of the customer-provided instrument, plus all ancillary equipment, such as booths, shelves, lighting, directories, etc., used in connection with this service. The customer is responsible for complying with the requirements set forth in the Americans with Disabilities Act of 1990.
- c. The customer shall be responsible for the payment of charges for all local and toll messages originating from or accepted at this type of service, including any Directory Assistance Calls.*

The Customer is responsible for any federal, state, or local taxes on the Customer Owned Pay Telephone or calls made from that phone.

- d. The customer-provided instrument must be registered in compliance with Part 68 of the FCC's Registration program.
- e. The payphone customer may subscribe to Selective Class of Call Screening as found in the Company's Price List. The rules and regulations pertaining to this service also apply to payphone service.
- f. The customer is responsible for compliance with the FCC's Rules and Regulations and the State Commission's Rules and Regulations regarding the use of pay telephones.

3. Violation of Regulations

Upon notification from the company that the customer-provided equipment or wiring is causing or is likely to cause harm, the customer shall make such changes as is necessary to remove such harm. Failure to make such changes will result in the disconnection of service until such change is completed to the satisfaction of the company.

4. Instrument Implemented Payphone Service

Instrument-Implemented Payphone Service is an access line for use with a payphone instrument designed to perform various functions. Payphone instruments are to be provided by the customer.

* Directory assistance charges assessed to end users at payphones and local coin-sent paid message service charges assessed to end users to payphones are deregulated after 10/7/97.

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PAYPHONE SERVICE

9.1 Payphone Service (Continued)

5. Central Office (CO) Implemented Coin Line

- a. Central Office-Implemented Coin Line Service is an access line for use with a coin supervision feature. Payphone instruments are to be provided by the customer.
- b. Features are additives to the operation of a flat rate access line that provide for CO-Implemented Coin Line Service. The Company offers those features that are provided by the functionality of the Company's switches. These include coin monitoring, coin control (collect and return of coins, if applicable), and/or answer supervision. CO-Implemented Coin Line features that are implemented by the functionality of an operator service provider, such as coin rating, coin refund, repair referral, and operator call screening, are the responsibility of the Payphone service provider (Customer).
- c. CO-Implemented Coin Line Service is provided by the Telephone Company per the technology available from the Company's facilities. It shall be the responsibility of the CO-Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line feature offered by the Telephone Company.

6. Features and Functions

- a. CO Coin Line Signaling (Coin Supervision) provides the electrical signaling for:
 - Coin monitoring - indicating to an operator service provider the number and denomination of coins deposited based on information provided by the payphone;
 - Coin collection and return - indicating to the payphone equipment to collect coin(s) from or return coin(s) to the calling party where applicable and offered by the Company, and;
 - Answer supervision - indicating to the payphone that the calling line has answered the call, where applicable and is technically feasible.
- b. Validation may be performed through Originating-Line Screening (OLS). OLS enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from privately owned payphones, inmate locations, and hotels/motels, etc. Rates for this service are found in the appropriate interstate access tariff, when facilities and service are available. The customer has the option to request Selective Class of Call Screening and/or OLS.

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P.U.C.O. NO. 12
GENERAL EXCHANGE TARIFF

PAYPHONE SERVICE

9.1 Payphone Service (Continued)

6. Features and Functions (Continued)

- c. CO-Implemented Coin Line features, including coin monitoring, coin collect and return (where applicable) and/or answer supervision, are provided by the Telephone Company per the technology available from the Company's facilities. It shall be the responsibility of the CO-Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line features offered by the Telephone Company.

7. Rates

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
a. Payphone Service		
1. Instrument Implemented		Applicable Non-recurring Charge
Flat Rate, per line, Current Rate	\$14.32	
2. Coin Supervision/ Transmission	2.25	

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