

**BRIGHTSPEED LOCAL TERMS OF SERVICE:
COMPANY LINE VOLUME PLAN (“CLVP”)**

**Brightspeed has the ability to raise CLVP rates.
Rates in effect for each service location will apply for the duration of Customer’s term
commitment period and are not subject to Company initiated rate increases.
See Section 4 for applicable terms and conditions.**

The applicable cover agreement and the applicable Local Terms of Service, including these service-specific terms (collectively, “Agreement”) govern Company Line Volume Plan (“CLVP”) in the following states by the Brightspeed ILECs shown, each company referred to herein as “Company” or “Brightspeed.” If the Brightspeed ILEC providing Service to your location is not listed below, CLVP is being provided under the applicable cover agreement and the Tariffs available at <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library>.

| State | Companies |
|----------------|--|
| Alabama | CenturyTel of Alabama, LLC (aka CenturyTel of Northern Alabama/CenturyTel of Southern Alabama) Gulf Telephone Company |
| Arkansas | CenturyLink of Louisiana, LLC CenturyTel of Arkansas, Inc. CenturyTel of Central Arkansas, LLC CenturyTel of Missouri, LLC CenturyTel of Mountain Home, Inc. CenturyTel of Northwest Arkansas, LLC CenturyTel of Redfield, Inc. CenturyTel of South Arkansas, Inc. |
| Georgia | Coastal Utilities, Inc. |
| Illinois | Gallatin River Communications LLC |
| Indiana | CenturyTel of Central Indiana, Inc. CenturyTel of Odon, Inc. United Telephone Company of Indiana, Inc |
| Iowa | Embarq-Missouri, Inc. |
| Michigan | CenturyTel Midwest – Michigan, Inc. CenturyTel of Michigan, Inc. CenturyTel of Northern Michigan, Inc. CenturyTel of Upper Michigan, Inc. |
| Missouri | CenturyTel of Missouri, LLC CenturyTel of Northwest Arkansas, LLC Embarq Missouri, Inc. Spectra Communications Group, LLC |
| North Carolina | Carolina Telephone and Telegraph Company LLC Central Telephone Company Mebtel, Inc. |
| Ohio | CenturyTel of Ohio, Inc. United Telephone Company of Indiana, Inc. United Telephone Company of Ohio |
| Oklahoma | CenturyTel of Northwest Arkansas, LLC |
| Tennessee | CenturyTel of Adamsville, Inc. CenturyTel of Claiborne, Inc. CenturyTel of Ooltewah-Collegedale, Inc. United Telephone Southeast LLC |
| Texas | Central Telephone Company of Texas CenturyLink of Louisiana, LLC CenturyTel of Lake Dallas, Inc. CenturyTel of Port Aransas, Inc. CenturyTel of San Marcos, Inc. United Telephone Company of Texas, Inc. |
| Virginia | Central Telephone Company of Virginia United Telephone Southeast LLC |
| Wisconsin | CenturyTel of Central Wisconsin, LLC CenturyTel of Fairwater-Brandon-Alto, LLC CenturyTel of Forestville, LLC CenturyTel of Larsen-Readfield, LLC CenturyTel of Monroe County, LLC CenturyTel of Northern Wisconsin, LLC CenturyTel of Northwest Wisconsin, LLC CenturyTel of Southern Wisconsin, LLC CenturyTel of the Midwest-Kendall, LLC CenturyTel of the Midwest-Wisconsin, LLC CenturyTel of Wisconsin, LLC |

https://brightspeed.com/content/dam/brightspeed/images/about-us/downloads/legal/LTOS_Business_CLVP.pdf

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1. INTRODUCTION

- 1.1** Company Line Volume Plan (CLVP) is available to business customers subscribing to 10 or more basic business lines, key lines or key trunks. Customer may have a maximum of 3,000 participating lines across all service territories served by Brightspeed incumbent local exchange carriers (each, a Brightspeed ILEC). Lines served by a Company affiliated competitive local exchange carrier (CLEC) are not contributory to or eligible for CLVP.
- 1.2** CLVP is offered as a tiered plan with each tier having a Minimum Line Requirement. Lines and/or key trunks provided by a Brightspeed ILEC which are already discounted under an existing term discount plan, line volume plan or any contractual arrangement which contains a volume and/or minimum term commitment, may contribute to the aggregate line count used for determining the applicable tier and rates for services under this CLVP, but are not eligible for additional discounts under this CLVP.

2. TERMS AND CONDITIONS

- 2.1** Customers of the Companies listed in the table on page 1 in Indiana (United Telephone Company of Indiana), Ohio (United Telephone Company of Ohio or United Telephone Company of Indiana), and Tennessee (United Telephone Southeast LLC) are governed by the following general terms and conditions:
- Standard Terms and Conditions for Communications Services; and
 - Brightspeed Local Government Customer Annex (for eligible customers).
- 2.2** Customers of the Companies not listed in Section 2.1 preceding are governed by the following general terms and conditions:
- Applicable end user or service agreement posted to:
<https://brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-service-agreements/>
- 2.3** In addition to the general terms and conditions and these Brightspeed CLVP Local Terms of Service, basic business lines, key lines or key trunks, including each local feature or service component, are governed by the applicable terms and conditions for a B1 line or Brightspeed Key Trunk Services in those states. At:
<https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/>, the following information will direct you to the applicable terms and conditions for B1 or Key Trunk services in these states

| | |
|----------------------|--|
| Select Jurisdiction: | [Choose State where Service is being provided] |
| Select Entity Type: | [Choose LEC] |
| Select Entity Name: | [Select a Brightspeed ILEC providing Service] |
| Select Tariff Type: | [Choose Local] |

3. SERVICE DESCRIPTION AND FEATURES

- 3.1** Qualifying CLVP services are defined as follows:
- Flat rate business individual lines – local exchange service terminating into a single line instrument.
 - Flat rate key lines or key trunks – local exchange service terminating into any system classified as a key system pursuant to FCC Part 68 Rules and any hybrid system designed to function like a key system, e.g. an outbound line is manually selected, usually by pushing a button on the handset, rather than being selected automatically (usually by dialing 9).
- 3.2** CLVP Feature Package, consisting of Customer’s choice of any of the following features (where offered), is available in conjunction with any qualifying service:

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- Caller ID (includes Anonymous Call Rejection, where available)
- Call Forwarding
- Call Forward Busy
- Call Forward No Answer
- Call Forward-Remote Access (a.k.a. Call Forward Remote Activation)
- Call Waiting/Cancel Call Waiting (a.k.a. Enhanced Call Waiting)
- Three-Way Calling
- Three-Way Calling with Transfer
- Call Return
- Distinctive Ring (a.k.a. SignalRing)
- Message Waiting Indicator
- Voicemail

- 3.3** The terms and conditions for qualifying services and optional features apply as specified in applicable Brightspeed ILEC tariffs, guidebooks, schedules, and/or other local terms of service documents, unless stated otherwise herein.
- 3.4** CLVP rates are based on line volume and a term commitment period of two, three, four or five years. Customers may not have more than one CLVP tier and term commitment period in effect across all Brightspeed ILEC service locations. Rates for qualifying services at new service locations will be charged based on the already established tier and commitment period. Any lines added after execution of the initial CLVP are contributory towards the Minimum Line Commitment but will not prompt a change in the assigned tier for the previously established lines.
- 3.5** All qualifying services must be associated with the same customer. Brightspeed may, at its discretion, provide this plan to Affiliates or Franchisees of Customer. An Affiliate or Franchisee is an entity whose operation of business is substantially associated with Customer’s name, mark, or commercial symbol. When, at Brightspeed’s discretion, this plan is provided to Affiliates or Franchisees of Customer, Customer must designate the specific account to which Early Termination Charges and Shortfall Penalties will be applied.
- 3.6** Services subject to rates under this CLVP are not eligible for discounted rates under any other local voice discount plan. Only the qualifying services listed in 3.1 preceding are both contributory to and eligible for the CLVP rates herein. However, a line or key trunk in any packaged service may contribute towards the minimum line requirement. PBX trunks are neither eligible for or contributory to CLVP for purposes of determining the appropriate rate tier and minimum line requirement.
- 3.7** Customer may select a CLVP tier lower than the actual quantity of contributory services.
- 3.8** Customers subscribed to a Term Discount Plan (TDP) described in a Tariff or Local Terms of Service may migrate lines and/or key trunks to CLVP without incurring early termination liability charges. All other lines and/or key trunks receiving promotional or competitive response discounts or recurring charge waivers under other term commitment programs are not eligible for CLVP rates until the terms of those offers have been satisfied for those lines.

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- 3.9** Additional business lines may be added at any time during Customer's term commitment period but will not affect the tier and monthly discount levels established upon execution of the CLVP agreement unless Customer commits to a new agreement for a greater number of lines than the existing agreement. Rates applicable under the new agreement will not apply retroactively nor will the months accrued under the initial agreement apply towards the new commitment period.
- 3.10** Customer may move all or some of the lines under this CLVP to any eligible Brightspeed service location without incurring termination charges, as long as Customer maintains the overall minimum line requirement. The CLVP rates for relocated lines are as specified in the appropriate Brightspeed ILEC tariffs, guidebooks, schedules, and/or local terms of service documents for the new service location.

4. EARLY TERMINATION LIABILITY

- 4.1** If Brightspeed terminates the Service(s) for cause, or if Customer terminates the Services(s) in whole without cause before expiration of the initial commitment period, Customer will pay termination charges of \$15.00 per line of Customer's Minimum Line Requirement multiplied by the remaining number of months left on the Term. For example: a customer terminating all service with 3 months remaining on the Term and a Minimum Line Requirement of 50 lines will pay $\$15.00 \times 50 \times 3 = \$2,250.00$.
- 4.2.** If during an annual review of Customer's account, the account falls below the Minimum Line Requirement for the discount tier, Customer will pay a shortfall penalty of \$60.00 for each line below the Minimum Line Requirement. If Customer is charged a shortfall charge, Brightspeed may subsequently conduct quarterly audits and apply shortfall charges until Customer meets the Minimum Line Requirement.
- 4.3** The optional CLVP Feature Package does not contribute to the discount tier and is not subject to termination charges or shortfall penalty.
- 4.4** Early Termination Liability charges will be waived for CLVP customers who commit to a new term agreement that includes the same or greater number of equivalent lines or similar services (e.g. channels within a 1.544 Mbps service) for the same or greater term than their existing agreement. Months accrued under the CLVP term commitment period will not apply towards the new commitment period.

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5. APPLICATION OF RATES

- 5.1** Touch calling service charges and/or Extended Area Service charges normally billed in addition to the local exchange service rate are included in the CLVP rate. Charges for lines and key trunks in a hunting arrangement (a.k.a. rotary line service or rotary access service) that would otherwise apply as an incremental charge are also included in the CLVP rate.
- 5.2** Customer will not incur service charges or other nonrecurring charges when switching existing basic business line service to CLVP.
- 5.3** Nonrecurring charges and/or Service Charges will apply as specified in applicable Brightspeed ILEC tariffs, guidebooks, schedules, and/or local terms of service documents. Nonrecurring charges may be waived if Customer moves future services from another telecommunications service provider to lines under the CLVP. However, such subsequently moved lines will not affect the tier and monthly discount level established upon execution of this agreement.
- 5.4** Qualifying services may be aggregated across the entire Brightspeed ILEC service territory to determine the applicable Tier (based on total number of lines). The monthly rate(s) in effect for each service location upon execution of a CLVP agreement will apply for the duration of the term commitment period and are not subject to Brightspeed initiated rate increases.
- 5.5** Effective October 19, 2022, CLVP term agreements will no longer renew automatically. Current term agreements will be grandfathered at their assigned Tier until they expire. Upon expiration of current term agreements, lines provided by CenturyLink ILECs will not be contributory to or eligible for a Company Line Volume Plan provided under this tariff, and all contributory and eligible lines must be provided by a Brightspeed ILEC. If, at the end of the term commitment period, Customer has not executed a new agreement, the rates for business individual lines and/or key lines/trunks, including lines/trunks in a hunting arrangement (a.k.a. rotary line service or rotary access service), and ala carte rates for optional features selected with CLVP Feature Package, if applicable, will revert to the non-contractual monthly rates in effect for those services as specified in Brightspeed's tariffs, guidebooks, schedules, and/or other local terms of service documents.
- 5.6** If, at any time during the term commitment period, Customer's total number of qualifying services fall below the minimum number of lines required to receive the CLVP discounted rates, the lines/trunks will no longer qualify for CLVP rates and will be charged at the prevailing non-contractual monthly rates for business individual lines and/or key lines/trunks, including lines/trunks in a hunting arrangement (a.k.a. rotary line service or rotary access service), as specified in Brightspeed tariffs, guidebooks, schedules, and/or other local terms of service documents. Lines/trunks reverted to non-contractual monthly rates will no longer qualify for the CLVP Feature Package rate, and features associated with those lines will be charged at the prevailing non-contractual monthly ala carte feature rates. Early termination liability charges will not apply for any lines disconnected or reverted to monthly rates after expiration of the initial term commitment period.
- 5.7** The CLVP Feature Package rate applies in addition to the Flat Rate Business Service rate. When applicable, the Flat Rate Business Service and CLVP Feature Package will appear as a single line item on Customer's bill.