

will be calculated and assessed separately from deposits for toll service using the Uniform Statewide Deposit Amount Methods as provided in accordance with applicable state law.

2.7 Brightspeed's Obligations and liabilities related to Service.

- A. **Availability of facilities.** CenturyLink's obligation to furnish Service or to continue to furnish Service is dependent on its ability to obtain, retain and maintain suitable facilities and rights-of-way without unreasonable expense and to provide for the installation and testing of those facilities required incident to the furnishing and maintenance of that service.
- B. **Message transmitting.** Except as otherwise specifically provided in these terms, Brightspeed does not transmit messages but offers the use of its facilities for communications between Customers.
- C. **Defacement of premises.** Brightspeed is not liable for any defacement of or damage to the premises of a Customer resulting from the attachment of Brightspeed's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of negligence of Brightspeed.
- D. **Use of connecting company lines.** When lines of another telephone company are used in establishing connections to points not reached by Brightspeed's lines, Brightspeed will not be held liable for any act or omission of the other company.
- E. **Service at outdoor locations.** Brightspeed will refuse to provide, maintain or restore service at outdoor locations unless Customer agrees in writing to indemnify and save harmless Brightspeed from and against any and all loss or damage that may result to telephones, apparatus, wiring or other equipment furnished by Brightspeed at such locations.
- F. **Customer Billing Adjustments for Local Exchange Service.** Brightspeed incorporates by reference, and will adhere to, the guidelines for Customer billing adjustments for local exchange service, in accordance with applicable state law.
- G. **Limited conversation.** Brightspeed reserves the right to limit the length of conversation when necessary in times of emergency resulting in a shortage of facilities.
- H. **Priority of service.** In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of local and message toll telephone service will take precedence over all other services, except as the public interest will otherwise require.
- I. **Interconnection with miscellaneous common carriers.** Message toll telephone service to and from mobile stations of a miscellaneous common carrier (MCC), with whom Brightspeed has made arrangements for the interchange of telephone traffic, is available at the rates set forth for two point service in these terms.
- J. **Emergency calls offered at no charge.** Message toll telephone calls to the applicable state law enforcement and to governmental emergency service agencies described below, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call described below are offered at no charge to customers.
 - i. applicable state highway patrol, governmental fire fighting, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24 hour basis, 365 days a year, including holidays.
 - ii. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt

- B. Service charge. A service charge applies to each customer-dialed calling card station-to-station call and to each operator-handled station-to-station and person-to-person call. This charge is added to the initial minute and additional minute charges. Discounts do not apply to the service charge.
- C. Discounts for the evening and night and weekend reduced periods in the schedule of rates are applied to that portion of the messages occurring within the rate discount periods stated in the schedule of rates. On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, the rate applicable is the evening rate unless a lower rate would normally apply.

3.7 Timing of messages.

- A. With respect to customer-dialed and operator-handled station-to-station calls, a message is considered as starting at the time telephone communication is established between the calling station and the called telephone number, MCC operator, PBX system or PBX station reached directly rather than through a PBX attendant.
- B. With respect to operator-handled person-to-person calls, a message is considered as starting at the time telephone communication is established between the person calling and (i) the particular person called, (ii) another party acceptable to the person calling, (iii) the PBX station reached through a PBX attendant, or (iv) the particular MCC mobile station called or another MCC mobile station acceptable to the calling party.
- C. Chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by Brightspeed operator.
- D. Chargeable time does not include time lost because of faults or defects in the service.

3.8 Time of day.

- A. The time legally or commonly in use at the rate center of the calling station determines the rate period for customer-dialed calls.
- B. In cases where a message begins in one rate period and ends in another, the discount is computed as described above.

4. CONFERENCE SERVICE.

4.1 Message Toll Conference Service. This Service provides connections among three or more access lines (including mobile units) or private branch exchange trunk lines, or combination thereof, on one connection at the same time.

4.2 Conditions under which Message Toll Conference Service is furnished.

- A. Service is furnished where and to the extent that facilities permit.
- B. All main stations (including mobile units) or PBX trunk lines on a connection may be so interconnected that each may communicate with all the others, or arrangements may be made whereby one station will be the transmitting station and all others receiving stations.
- C. Brightspeed, upon request, will attempt to arrange for the establishment of a connection at a specified time.

4.3 Collect call (reversed charge) or bill to a third telephone number or calling card. Charges for calls may, upon request, be sent collect or billed to a third-party telephone number if the total charge is billed to one designated station.

4.4 Initial minute, additional minutes and service charge. Message toll conference service rates are quoted in terms of initial minute and additional minutes and service charges.

4.5 Timing of messages.

- A. A message is considered as starting at the time telephone communication is established between all of the persons on the conference.
- B. A message is considered as terminating at the time the connection is terminated at the originating point.
- C. The originating customer's request that a station or stations be added to or disconnected from a connection after the message has started is considered as terminating the message and initiating a new call on the basis of the revised group of stations.
- D. Chargeable time does not include time lost because of faults or defects in the service.

4.6 Rates and charges.

- A. The two point initial minute and additional minute charges apply, for a call between the originating station and each called station on the conference.
- B. A service charge applies to each called station.

4.7 Application of special charges. When an abnormal arrangement is required or when suitable existing facilities are not available for message toll conference service, special facilities may be provided and a special charge will be applied based upon the cost of the special facilities. The special charges are separate from and in addition to the applicable initial period and additional period rates determined as outlined in these terms.

5. OPTIONAL OFF-PEAK TOLL SERVICE.

5.1 Regulations.

- A. Off-peak toll service is an optional offering involving one-way customer-dialed only calling to exchange areas within the LATA within the applicable state that are not over 22 airline miles from the exchange area in which the customer is located.
- B. Off-peak toll service is provided subject to the availability of message toll telephone service facilities. In case a shortage of facilities exists, the provision of message toll telephone service will take precedence over this service.
- C. Off-peak toll service is provided for all residence customers and on all lines and trunks for nonresidence customers.
- D. Off-peak toll service will be offered in an exchange area at the option of Brightspeed, or upon application by Brightspeed of 5% or 100 customers in that exchange area, in any of the following mileage bands to be designated by Brightspeed: 10, 16 or 22 airline miles.
- E. Off-peak toll service is available from 3:00 p.m. on any week day to 9:00 a.m. the following week day, from 3:00 p.m. on Friday to 9:00 a.m. the following Monday and on holidays.
- F. Off-peak toll service will not be furnished with foreign central office or foreign exchange services.

6. TELESaver.

6.1 Regulations.

- A. TeleSaver is an optional message toll service offering involving one way, customer dialed, non operator handled or operator serviced calling from exchange areas in which Brightspeed is the primary toll carrier. TeleSaver consists of three separate options, described below.
- B. TeleSaver will not be furnished with foreign exchange services or payphone line service.

- C. TeleSaver will be ordered and billed on a per main billed account basis. All applicable calls placed from lines associated with the same main billed account will be included in TeleSaver.
- D. TeleSaver is available where billing capability for the service exists.
- E. TeleSaver is not available to a customer who subscribes to any other telephone company optional calling plan.

7. OPPORTUNITY 800 SERVICE.

7.1 Description.

- A. Opportunity 800 service is a common line termination service that provides, where facilities are available, for the termination of IntraLATA 800 calls on residence and non-residence access lines.
- B. Opportunity 800 service provides reverse charge dial-type telecommunications to a local exchange access line arranged for Opportunity 800 service from other stations within the customer's LATA using the public switched network.

7.2 General Regulations.

- A. The Opportunity 800 service customer is furnished an 800 service number to be associated with an individual line or trunk. Opportunity 800 service is not an access line.
- B. An Opportunity 800 service Customer may not have more than one 800 telephone number terminating on the same local exchange telephone number.
- C. Opportunity 800 service is not available on payphone line service.
- D. Opportunity 800 service provides for termination of calls only.
- E. Opportunity 800 service calls must be dialed and completed without the assistance of a Brightspeed operator except when the facilities or conditions do not allow customer dial completion. Person-to-person, collect, conference, or other calls requiring operator handling, except as previously specified, are not included.
- F. An Opportunity 800 service call must originate and terminate within the same LATA.
- G. Opportunity 800 service can be provided to a customer by Brightspeed on a complementary basis with an interexchange carrier in order to furnish a statewide or national 800 service. The rates and charges for the 800 number(s) and intraLATA usage are billed as specified herein. All interLATA usage is subject to the rates and charges specified in the terms and conditions of the applicable interexchange carrier.
- H. Connection of Opportunity 800 service to other services is permitted on a switched basis only. No permanent connection between Opportunity 800 service and other services may be established.
- I. An Opportunity 800 service customer must subscribe to and make use of a sufficient number of exchange access lines so that use of the service does not interfere with another customer's service or proper operation of the public switched network.
- J. One primary directory listing will be provided to each Opportunity 800 service Customer without charge. Additional directory listing will be provided for Opportunity 800 service at the applicable rates specified by Brightspeed.

8. LOCAL TOLL SERVICE.

- 8.1 **Availability.** Local Toll Service is furnished for Dial Station-to-Station and operator handled intraLATA long distance calls originated in Brightspeed's exchanges and is available in connection with residence and business lines. Customers subscribing to Local Toll Service will be charged based on Peak/Off-Peak calling rates. Customers subscribing to Local Toll Service may not subscribe to any other Optional Calling Plan offered by Brightspeed.

8.2 Regulations.

- A. Local Toll Service applies to all intraLATA DDD and operator handled long distance messages originated in Brightspeed's exchanges.
- B. The service will be ordered and billed on a per primary billing number (i.e., per account) basis. All applicable calls placed from lines associated with the same primary billing number will be included in the service.
- C. Message details are included in the charges specified below.
- D. The service is furnished for a minimum period of one month.
- E. Changes to and from Local Toll Services will be reflected on Customer's next bill date dependent upon the date this service is either subscribed to or discontinued from.
- F. Local Toll Service is not available to a customer who subscribes to any other Brightspeed-offered optional calling plan or for use with payphone line service.

8.3 Applicability.

- A. All direct-dialed and operator handled intraLATA Message Telephone Service (MTS) originating calls in any of Brightspeed's exchanges during a billing period.
- B. The applicable discount amount is determined on the basis of intraLATA billed revenue to a single billing number.
- C. Surcharges associated with operator handled intraLATA toll traffic, are applicable.

9. BUSINESS LOCAL TOLL.

9.1 Availability. Business Local Toll Service is furnished for Dial Station-to-Station intraLATA long distance calls originated in Brightspeed's exchanges and is available in connection with business and residence lines. Customers subscribing to Business Local Toll Service will be charged based on the commitment level and term plan they subscribe to. Customers subscribing to Business Local Toll Service may not subscribe to any other Optional Calling Plan offered by Brightspeed.

9.2 Regulations.

- A. Business Local Toll Service applies to all intraLATA DDD long distance messages originated in Brightspeed's exchanges.
- B. The service will be ordered and billed on a per primary billing number (i.e., per account) basis. All applicable calls placed from lines associated with the same primary billing number will be included in the service.
- C. The service is furnished with two monthly minimum commitment levels: \$50 and \$200 a month. If the customer's in-service level falls below the commitment level, Brightspeed will bill the customer for the entire subscribed commitment level.
- D. The service is furnished with an option of three term periods: non-term (i.e., month-to-month), one year and two years. The minimum period for the non-term plan is one month. The minimum period for the one year plan is 12 months. The minimum period for the two year plan is 24 months. If a customer chooses to discontinue participation in the plan prior to the expiration of the one year or two year term periods, Brightspeed will assess Termination Liability charges. The assessed charges will be based on the number of months remaining in the term plan times the minimum monthly commitment level agreed to by the customer. Commission approval of the above termination liability language is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein.
- E. Changes to and from Local Toll Services will be reflected on Customer's next bill date dependent upon the date this service is either subscribed to or discontinued from.

- F. Business Local Toll Service is not available to a customer who subscribes to any other Company-offered optional calling plan or for use with payphone line service.

9.3 Applicability. The discounts offered under this Service apply to:

- A. All direct-dialed intraLATA Message Telephone (MTS) originating calls in any of Brightspeed's exchanges during a billing period.
- B. The applicable discount number is determined on the basis of intraLATA billed revenue to a single billing number.

10. SIMPLY FIVE.

10.1 Availability. Simply Five is an intrastate, intraLATA long distance service with rates which are non-distance sensitive. Simply Five is available only to Customer if Customer has Brightspeed as Customer's primary intraLATA long distance carrier. Simply Five is available for residence and business customers. Customers subscribing to Simply Five will be charged at the then-current rates. Simply Five is provided on a month-to-month basis and isn't available to Customer subscribing to any other Brightspeed-offered optional calling plan or for use with pay telephone services. Simply Five allows for a maximum monthly billed usage of 200, 500, or 2,000 minutes. Usage exceeding those amounts of minutes will be billed at the then-current local toll service or business toll service rates.

10.2 Regulations.

- A. Simply Five applies to all intrLATA 1+ direct distance dialing, station-to-station, long distance messages originating in Brightspeed's exchanges.
- B. The service will be ordered and billed on a per primary billing number (i.e., per account) basis. All applicable calls placed from lines associated with the same primary billing number will be included in the service.
- C. Message details are included in the service charges.