

**CenturyLink has the ability to raise rates on SONET Ring Service on a Term Discount Plan.
See Section 7.4 for applicable terms and conditions.**

**LOCAL TERMS OF SERVICE:
CENTURYLINK™ SONET RING SERVICE
(Tennessee Business Customers)**

The applicable cover agreement, if any, and the Local Terms of Service, which include the Standard Terms and Conditions for Communication Services and these service-specific terms (collectively, the “Agreement”), govern SONET Ring Service (the “Service”). The local operating company providing the Service is identified in the Agreement.

- 1. INTRODUCTION.** The Service is a dedicated high capacity network (bandwidth) designed to provide Customer reliable functionality for the transmission of voice, data, and video via a self-healing ring topology between multiple Customer-designated locations and CenturyLink Central Offices.
- 2. ORDER TERM.** The Service is provided under Orders issued during the Agreement Term. The initial Order Term for the Service will be stated on the Order and will begin on the first day of the billing month following the date the Service is installed and available to Customer. At the end of the initial Order Term, the Service will renew on a month-to-month basis. Either party may terminate the Service by providing the other party 30 days’ written notice of termination before the end of the initial Order Term or during any renewal Order Term.
- 3. SERVICE DESCRIPTION.**
 - 3.1** The Service is offered using 2-fiber unidirectional path switch ring (UPSR) topology. The Service network will consist of fiber optic facilities routed through Local, Alternative Central Office, Internodal, and/or Interoffice Channel facilities that transmit DS1, DS3, OC3, OC3c, and OC12 channel services simultaneously over primary and alternative diverse paths between Customer-designated locations and CenturyLink Central Offices.
 - 3.2** Continuous monitoring of the channel facilities’ service quality will occur. Detection of a failure within the system will result in automatic self-healing around the point of failure to ensure that the services between locations within the Service network will continue.
 - 3.3** The Service provides survivable facilities and high speed synchronous optical fiber-based full duplex data transmission capabilities.
 - 3.4** There are two levels of Service:
 - A.** OC3 is provided at a terminating bit rate of 155.52 Mbps; and
 - B.** OC12 is provided at a terminating bit rate of 622.08 Mbps.
 - 3.5** Customer and CenturyLink will work cooperatively to plan, engineer, provision and manage the Service.
 - 3.6** Customer must order a minimum of two nodes, one of which must be a Customer Node and one of which must be a Central Office Node. The maximum number of nodes will be determined by the technical characteristics and capability of the ring configuration requested.
 - 3.7** The required format and interface specifications are contained in Technical Reference Publication GR-253.
- 4. SERVICE COMPONENTS AND CHARGES.**

4.1 CenturyLink will charge Customer A monthly recurring charge (“MRC”) and non-recurring charges (“NRCs”) for the Service, both of which are billed in advance.

4.2 Monthly Recurring Charges. The applicable elements of the MRC are:

- A. Customer Node.** Customer Nodes provide ring switching capabilities at Customer-designated locations other than CenturyLink Central Offices that are part of the Service. This rate element offers OC3 and OC12 network capacities and is provided with or without CenturyLink-provided equipment. Customer Node equipment provided by Customer must be compatible with that of CenturyLink. When Customer elects to furnish its own node equipment at Customer's premises, CenturyLink will install a cross-connect device on CenturyLink's side of the demarcation point, allowing Customer to connect their node equipment.
- B. Central Office Node.** Central Office Nodes provide ring switching capabilities at CenturyLink Central Offices that are part of the Service. This rate element offers OC3 and OC12 network capacities.
- C. Configuration Card.** A Configuration Card provides DS1, DS3, and OC3c electrical channelization and/or OC3 and OC12 optical channelization that may take place at each Customer or Central Office Node located on the Service. The Configuration Card rate element applies for every interface capacity that originates or terminates at a Customer or Central Office Node. When Customer elects to furnish its own terminal equipment at the Customer Node, the rate for the Configuration Card at the Customer Node does not apply.
- D. Local Channel.** The Local Channel provides for the communications path between a Customer Node and the serving wire center of the premises where the Customer Node is located. One Local Channel rate element will apply per Customer-designated premises for each Local Channel terminated. Monthly recurring charges for Local Channels apply for each air mile increment of the channel.
- E. Alternate Central Office Channel.** The Alternate Central Office Channel provides for the communications path between a Customer Node and an Alternate Central Office. The primary Central Office Node and any Alternate Central Office Node and applicable Configuration Cards must be associated with the same Service. Monthly recurring charges for Alternative Central Office Channels apply for each air mile increment of the channel.
- F. Interoffice Channel.** The Interoffice Channel provides for the communications path between directly connected CenturyLink Central Offices located on the Service. This rate element does not apply where Central Office Nodes are adjacently connected in the same central office on the same Service for the purposes of providing additional node capacity. Monthly recurring charges for Interoffice Channels apply for each air mile increment of the channel.
- G. Internodal Channel.**
 - (1)** The Internodal Channel provides for the communications path between two directly connected Customer Nodes of Service located:
 - (a)** in the same serving wire center area;
 - (b)** in the same office park /campus environment or contiguous property located in contiguous serving wire center areas, or
 - (c)** in different serving wire center areas.
 - (2)** Monthly recurring charges for Internodal Channels apply for each air mile increment of the channel.

- 4.3 Intraoffice Channel.** The Intraoffice Channel provides for the communications path when the Customer-designated premises and the serving wire center are located in the same CenturyLink building, or where both customer designated premises are in the same building. Flat rated monthly recurring charges apply for each Intraoffice Channel.
- 4.4 Service Regeneration Charges.** Due to the technical limitations of SONET facilities, additional regeneration equipment may be required for essential detection and retransmission of SONET signals between nodes. Additional regeneration equipment will only be provided by CenturyLink when the actual fiber facility distance between the nodes exceeds SONET design limits. A monthly recurring Service Regeneration Charge will apply for each regenerator required for the provision of Service.
- 4.5 Non-Recurring Charges.**
- A. Service Reconfiguration Charge.**
- (1) CenturyLink will charge a Service Reconfiguration Charge for each Customer request that CenturyLink reallocate Configuration Cards located at each Customer or Central Office Node after the initial service installation.
 - (2) If a new configuration is requested at the Customer or Central Office Node after the initial activation, a Service Reconfiguration Charge will apply on a per service basis. The Service Reconfiguration Charge is in addition to all applicable Configuration Card charges associated with the new configuration.
- B. Service Rearrangements**
- (1) For service rearrangements involving OC3 or OC12 SONET Ring Service, a charge equal to one half the Optical Service Charge will apply for each Customer or Central Office Node rearranged. The Optical Service Charge recovers the labor involved with designing, provisioning, and installing Customer and Central Office Nodes.
 - (2) Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at Customer-designated premises. Changes in the type of service or service termination are treated as disconnects and starts. Changes in the physical location of the point of the termination are treated as moves requiring additional non-recurring charges.
- C. Additional Charges.**
- (1) Customers may be required to pay charges for Special Types of Construction or Facilities when a 4 fiber optical service configuration is requested in lieu of the 2 fiber UPSR topology for Service. Where dual entrance facilities currently exist to a Customer premises, special construction charges will not be assessed when Customer requests connection at both entrance facilities.
 - (2) **Other Service Charges.** Charges described in the *Local Terms of Service: Service Charges* apply where applicable.
- 4.6 Multiplexed Service Connection.** A Multiplexed Service Connection is an arrangement that allows one DS1, DS3, OC3, or OC12 channel of a multiplexed CenturyLink service to be connected to one DS1, DS3, OC3, or OC12 channel with like signaling of another CenturyLink service. A Multiplexed Service Connection will be provided at all CenturyLink locations where Central Office Multiplexing is performed with a Non Recurring and Monthly Recurring Charge.

5. SERVICE LIMITATIONS.

- 5.1** Current SONET standards do not provide for asynchronous DS3 to DS1 multiplexing. An STS1 channel may be mapped for either one DS3 or 28 DS1s. However, DS1s within a DS3 are not accessible within the SONET architecture, and their performance cannot be guaranteed for this reason. When Customer requests that an OC3 or OC12 service be configured with a combination of DS3 and DS1 channels, a DS3 to DS1 multiplexing arrangement will be required.
- 5.2** Multipoint service is not available with the Service.

6. RESPONSIBILITY OF CUSTOMER.

- 6.1** Customer must provide CenturyLink with a matrix detailing the configuration interface assignments desired among the nodes on the dedicated ring. The matrix must provide detail by node, by STS group. This matrix will assist CenturyLink in ensuring that node to node channels are linked appropriately.
- 6.2** Customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support the service.

7. TERM DISCOUNT PLAN (TDP).

- 7.1** The minimum service period is 12 months. A TDP provides Customer with discounted rates for Service for a term commitment. All rate elements within the same Service facility must be ordered under the same commitment period. Customer must order the term plan in writing.
- 7.2** Customer must specify the length of the initial service period at the time Service is ordered.
- 7.3** At the end of the TDP Customer may subscribe to a new TDP CenturyLink's then-prevailing rates. If Customer does not specify renewal terms in writing 90 days prior to the expiration of the TDP, the commitment period and Service rates for the 12-month TDP will automatically be applied. If Customer does not specify renewal terms in writing prior to the expiration of the 12-month service period, the commitment period and the Service rates in effect at the time of expiration will automatically renew. Customer may terminate Service at the end of the minimum commitment period with no penalty or obligation to continue the service.
- 7.4** Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the term plan. If CenturyLink initiated rate increases to any rate element or combination of rate elements causes the charges for the entire Service under the term plan to increase by 10% or more annually, then Customer may cancel the term plan without incurring termination liability charges provided Customer notifies CenturyLink within 30 days after the effective date of the rate increase.
- 7.5** Customer can extend term plan commitment periods at any time during the term of the plan, up to a maximum of 60 months. The number of remaining months in the original term plan will become part of the total term in the new term plan.

8. EARLY TERMINATION LIABILITY.

- 8.1** Early termination of a TDP by Customer will be subject to the early termination liability described in the Standard Terms and Conditions for Communications Services. Customers may move Customer Nodes and/or Central Office Nodes on the Service and not be subject to Termination Liability Charges providing the terms of the term plan are maintained.
- 8.2** Technology Upgrade.

- A.** Charges will not apply when a service or rate element under a TDP is disconnected before the expiration of a selected service period as a result of a customer requested upgrade to a next generation service offering, under the following conditions:
- (1)** The service period of the new TDP for the new service offering is a period equal to or exceeding the remaining service period of the disconnected TDP, and
 - (2)** The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
 - (3)** The service orders to install the new service and disconnect the old service are for the same customer at the same location.
- B.** CenturyLink will determine whether the replacement service qualifies as a next generation service offering.
- C.** Nonrecurring charges and Service Charges for the new service will apply according to the requirements of the new service.