

**LOCAL TERMS OF SERVICE:
EMBARQ® ALI INFORMATION DOWNLOAD SERVICE
(Indiana, Nevada, Ohio, and Tennessee Services)**

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

1. GENERAL DESCRIPTION.

- 1.1** CenturyLink offers the Service to support the ability of Public Safety Answering Point customers (“PSAPs”) to recreate the records CenturyLink provides through its National Automatic Location Identification (ALI) Database. The Service provides for an initial information load for the data base stored in customer provided equipment, as well as the equipment of other E911 Service Providers and for periodic updates to this information.
- 1.2** The Service is only available for the area in which a PSAP has jurisdiction and is the designated primary responder to “9-1-1” emergency calls.

2. SERVICE RULES AND REGULATIONS.

- 2.1** The Service is offered solely for the purpose of permitting PSAPs to associate local telephone numbers placing calls to “9-1-1” with specific street addresses.
- 2.2** Each PSAP subscribing to the Service is responsible for its own separate connectivity to CenturyLink database servers and the computer applications that support retrieving the records from the server.
- 2.3** Information received through the Service may include ALI information obtained by CenturyLink from other local exchange carriers serving a PSAP’s jurisdiction or from customers who operate private switches and have requested that carriers maintain appropriate information in the carrier’s ALI database. The information may not necessarily include foreign listings, foreign exchange cross-listings, foreign central office subscriptions, or multiple listings. The PSAP assumes the responsibility of verifying information obtained and displayed.
- 2.4** CenturyLink considers all information provided through the Service to be confidential and proprietary. Information received may contain the names, addresses and telephone numbers of individuals whose listings are not published in directories and/or are not listed in the directory assistance offices. The PSAP must:
 - A.** Hold the information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information;
 - B.** Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties;
 - C.** Use the information only in connection with address verification when answering and responding to calls placed to “9-1-1”; and
 - D.** Notify CenturyLink immediately of any confirmed or suspected misuse of ALI/DB Service information.
- 2.5** A PSAP may not access, use, import, export, copy, print, distribute or release information for any purpose other than what is necessary to answer and respond to calls placed to “9-1-1.”

3. LIMITATIONS.

- 3.1** CenturyLink offers no warranty or representation with respect to the accuracy or completeness of the information provided through the Service. CenturyLink maintains its ALI database as part of its general customer record database, but cannot guarantee its completeness or accuracy. CenturyLink may rely on other local exchange carriers or on customers with private switches for certain information used in the ALI/Database data.

- 3.2** CenturyLink does not warrant or represent that the data received through the Service will be compatible with every type of PSAP equipment or software. PSAPs are responsible for acquiring their own equipment and software and for testing the compatibility of the file transfers.
- 3.3** By subscribing to the Service, a PSAP agrees to hold harmless and indemnify CenturyLink, along with its employees, directors, officers, agents, and subcontractors, from and against all claims or suits arising out of or resulting from the provision of the data contained in the Service, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the PSAP or its agents.
- 3.4** To the extent that the PSAP claims sovereign immunity or other statutory limitations against third party claims, the PSAP will extend that same protection to CenturyLink in connection with the PSAP's use of the information contain within the Service file.
- 3.5** CenturyLink may immediately terminate a PSAP's use of the Service and demand the return of all information furnished to the PSAP if, in CenturyLink's sole judgment, the PSAP misuses the information provided or fails to comply with any other provisions of this Agreement.
- 3.6** A PSAP's modification, merger or enhancement of information received through the Service will not relieve the PSAP from any provision of this Agreement.