

**LOCAL TERMS OF SERVICE:
EMBARQ® AUTOMATIC LOCATION IDENTIFICATION DATABASE REPRODUCTION SERVICE
(Indiana, Nevada, Ohio, and Tennessee Customers)**

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 Automatic Location Identification Database Reproduction Service (the “Service” or “ALI/DB Reproduction Service”). The local operating company providing the Service is identified in the Agreement.

1. GENERAL DESCRIPTION.

- 1.1** CenturyLink offers ALI/DB Reproduction Service to support the ability of Public Safety Answering Point customers (“PSAPs”) to determine the location of persons and telephones placing calls to “9-1-1” from areas under their jurisdiction in the event of emergencies.

2. SERVICE RULES AND REGULATIONS.

- 2.1** ALI/DB Reproduction 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. PSAPs ordering ALI/DB Reproduction Service must provide CenturyLink with written certification of their authority to receive calls placed to “9-1-1” in the jurisdiction for which the PSAP obtains Service.
- 2.2** PSAPs subscribing to ALI/DB Reproduction Service will receive a CD-ROM download of information from CenturyLink’s Automatic Location Identification (“ALI”) database. With this Service, CenturyLink is not providing a live or active feed of information from the ALI database. The information provided by CenturyLink is only a representation of the ALI database at the point in time in which CenturyLink produces the CD-ROM for PSAPs. CenturyLink will provide ten-digit telephone numbers, associated addresses, and names to the extent that information is present in CenturyLink’s own ALI database.
- 2.3** ALI/DB Reproduction 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 PSAP assumes the responsibility of verifying information displayed through use of the ALI/DB Reproduction Service with the individual placing the call to “9-1-1.”
- 2.4** CenturyLink will provide ALI/DB Reproduction Service only for the jurisdictional area where a PSAP is authorized to provide emergency services. PSAPs may not be able to obtain foreign listings, foreign exchange cross-listings, foreign central office subscriptions, and multiple listings through ALI/DB Reproduction Service.
- 2.5** CenturyLink considers all information provided under ALI/DB Reproduction Service to be confidential and proprietary. Information received through the Service 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 answering and responding to calls placed to “9-1-1”; and
 - D.** Notify CenturyLink immediately of any confirmed or suspected misuse of ALI/DB Reproduction Service information.
- 2.6** The PSAP represents and warrants that it will use information received through ALI/DB Reproduction Service only in emergency situations. 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”. Individuals placing calls to “9-1-1” forfeit the

privacy afforded by non-listed and non-published service to the extent that the name, address, and telephone number associated with the caller's physical location is accessed through the PSAP's use of the Service.

3. LIMITATIONS.

- 3.1** CenturyLink offers no warranty or representation with respect to the accuracy or completeness of the ALI/DB Reproduction Service. CenturyLink maintains ALI/DB data as part of its general customer record database, but cannot guarantee its completeness or accuracy. Furthermore, CenturyLink may rely on other local exchange carriers or on customers with private switches for certain information used in the ALI/DB Reproduction Service.
- 3.2** CenturyLink does not warrant or represent that the ALI/DB Reproduction Service will be compatible with every type of "9-1-1" terminal equipment. PSAPs are responsible for acquiring their own terminal equipment, testing the compatibility of that equipment with the ALI/DB Reproduction Service, and configuring that equipment to ensure that information provided through the ALI/DB Reproduction Service is not accessible except in response to an in-progress call to "9-1-1."
- 3.3** By offering ALI/DB Reproduction Service, CenturyLink makes no warranties or representations for the operation of Customer's terminal equipment or for the availability or performance of telephone network facilities.
- 3.4** CenturyLink provides ALI/DB Reproduction Service solely for the benefit of the PSAP. CenturyLink's provision of ALI/DB Reproduction Service may not be interpreted, construed, or regarded, whether expressly or implicitly, as being for the benefit of any third party. CenturyLink assumes no responsibilities toward any third party through its provision of the Service.
- 3.5** By subscribing to ALI/DB Reproduction 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 ALI/DB Reproduction 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.
- 3.6** 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 ALI/DB Reproduction Service.
- 3.7** CenturyLink may immediately terminate a PSAP's use of ALI/DB Reproduction Service and demand the return of all Service 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.
- 3.8** A PSAP's modification, merger or enhancement of information received through the ALI/DB Reproduction Service will not relieve the PSAP from any provision of this Agreement.