

**LOCAL TERMS OF SERVICE:
EMBARQ® AUTOMATIC LOCATION IDENTIFICATION DATABASE SERVICE
(Indiana, Nevada, 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 Service (the “Service” or “ALI/DB Service”). The local operating company providing the Service is identified in the Agreement.

1. GENERAL DESCRIPTION.

- 1.1** CenturyLink offers ALI/DB Service to support the ability of public safety answering point (“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 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 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 ALI/DB Service.

- 2.2** ALI/DB 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 Service with the individual placing the call to “9-1-1.”

- 2.3** CenturyLink will provide ALI/DB 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 Service.

- 2.4** CenturyLink considers all information provided under ALI/DB Service to be confidential and proprietary. Information received through ALI/DB 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 Service information.
- E.** Obtain connectivity (network elements) between the PSAP’s equipment and CenturyLink’s ALI Database.

- 2.5** The PSAP represents and warrants that it will use information received through ALI/DB 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 ALI/DB Service.

- 2.6** Each E9-1-1 Jurisdiction's monthly charge is rounded up to the nearest billing increment based upon DBMS Records. This count is based upon the maximum number of the stated DBMS Records in service during the most current twelve month period at the time service is established.

This count will be adjusted at the end of each calendar year to update customer billing, with the applicable twelve month period being the twelve months ending each calendar year. For each service feature, where the count of DBMS Records has been adjusted upward, only monthly recurring rates apply for each increment of DBMS Records so adjusted (after rounding).

3. LIMITATIONS.

- 3.1** CenturyLink offers no warranty or representation with respect to the accuracy or completeness of the ALI/DB Service. CenturyLink maintains ALI/DB data 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/DB Service.
- 3.2** CenturyLink does not warrant or represent that the ALI/DB 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 Service, and configuring that equipment to ensure that information provided through the ALI/DB Service is not accessible except in response to an in-progress call to "9-1-1."
- 3.3** By offering ALI/DB 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 Service solely for the benefit of the PSAP. CenturyLink's provision of ALI/DB 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 ALI/DB Service.
- 3.5** By subscribing to ALI/DB 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 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 Service.
- 3.7** CenturyLink may immediately terminate a PSAP's use of ALI/DB Service and demand the return of all ALI/DB 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 the local terms of service.
- 3.8** A PSAP's modification, merger or enhancement of information received through the ALI/DB Service will not relieve the PSAP from any provision of the local terms of service.