

**LOCAL TERMS OF SERVICE:  
EMBARQ® VOICE BUSINESS CONTINUITY SERVICES  
(Indiana, Nevada, Ohio, and Tennessee Business Customers)**

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

**1. ORDER TERM.** The minimum term of any Order for Services issued during the Agreement Term (“Order Term”) is 12 months. 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 Services are installed and available to Customer. At the end of the initial Order Term, the Services will renew on a month-to-month basis. Either party may terminate the Services 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.

**2. DEFINITIONS**

**2.1** Arrangement means one or more Routing Plans that have been identified by Customer.

**2.2** Backup Number means the number that calls are rerouted to when the Routing Plan is activated.

**2.3** Redirected Number means any Customer number at its location included in the Routing Plan for which incoming calls will be rerouted when the plan is activated.

**2.4** Routing Plan means Customer’s predetermined alternate call routing plan. The Routing Plan handles any quantity of telephone numbers at one Customer location. Additional Routing Plans are required for each additional Customer location.

**3. CENTURYLINK OBLIGATIONS**

**3.1** CenturyLink provides Customer with a Routing Plan for incoming voice traffic, which will route voice traffic to alternate numbers selected by Customer. CenturyLink will load the Routing Plan into the central office which serves Customer’s location, where it will remain dormant until activated. Services are available with CenturyLink-provided T1-based voice channel service, such as ISDN-PRI and Digital Trunking Service.

**3.2** Customer must establish a Routing Plan for each location included in the serving arrangement for which traffic is to be rerouted. In order to restore the original call routing, Customer must contact CenturyLink to deactivate the alternate routing plan.

**3.3** Services are designed to be a disaster recovery service and are not available for routine call routing such as after hours call forwarding. CenturyLink reserves the right to deny activation if Services are used for nonemergency situations.

**3.4** Services are available where CenturyLink facilities or arrangements permit. CenturyLink has the right to deny a Customer’s request for Services due to other operational priorities or the nature of the request.

**3.5** Upon Customer’s written request, CenturyLink will work with Customer to test the operation of the Routing Plan after initial establishment. Also upon Customer’s written request, CenturyLink also will test the Services before initiating recovery from an activated Routing Plan.

**3.6** Each of Customer’s Redirected Numbers must reside in a CenturyLink central office. An alternate routing number cannot be a subscriber to Redirected Number in another active routing plan within the LATA.

**4. CUSTOMER OBLIGATIONS**

**4.1** Customer must specify one or more primary points of contact and one password which will be used by CenturyLink to verify a request to activate, deactivate, or modify Customer’s Routing Plan.

- 4.2 Customer must identify one Backup Number for each Redirected Number in the Routing Plan or one Backup Number for multiple Redirected Numbers in the Routing Plan.
- 4.3 Unless Customer identifies a different interexchange carrier for any traffic routed to a location that is out of Customer's local calling area, the Routing Plan will use their existing presubscribed long distance carrier.
- 4.4 Customer is responsible to ensure that the Backup Number(s) have adequate facilities to support the increase in call volume.
- 4.5 The activated Routing Plan will remain active until Customer requests in writing to CenturyLink to restore Customer's original call routing.

## 5. RATES AND CHARGES

- 5.1 A nonrecurring charge and monthly recurring charge apply for each Routing Plan. CenturyLink will apply early termination charges described in the Standard Terms and Conditions for Communications Services if Customer terminates Services prior to the expiration of the Agreement Term or Order Term, as applicable.
- 5.2 After initial establishment of the Routing Plan, Customer may change the plan for a given location up to five times per each year of the Agreement Term or Order Term, as applicable, at no charge. The Plan Update Charge applies for Customer-initiated changes to a Routing Plan in excess of the five changes allowed per any twelve month period in the Agreement Term. Also, Customer may incur additional charges if requested changes to the Routing Plan warrant a route complexity charge.
- 5.3 CenturyLink will charge Customer a priority setup request charge if Customer requests activation of a Routing Plan within three business days of establishing the Services, but CenturyLink makes no representations, guarantees, or warranties that it will meet Customer's requested date.
- 5.4 Customer is responsible for payment of all usage charges (toll, expanded local, or other) for each call routed to a Customer location not included in the same local calling area as the original Customer location.

## 6. LIMITATION OF LIABILITY.

- 6.1 In addition to limitations of liability in the Agreement, none of CenturyLink, its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (a) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (b) the unavailability or quality of the Services in the event of a network affecting disaster. In the event of a network affecting disaster, the Service may function normally, may not function at all, or it may function unpredictably depending on what part of the network is affected and the level of severity of the effect.
- 6.2 Activation of Routing Plans will be performed on a first come, first served basis. CenturyLink will make commercially reasonable efforts to activate your Routing Plan as rapidly as possible. The length of time for activation will vary and depends on a number of factors, including but not limited to the number of other Service activations being processed when a particular request is received as well as the network load at the time the Service activation command is received.