LOCAL TERMS OF SERVICE: CENTURYLINKTM DIGILINK, CENTURYLINKTM TRANSLINK AND CENTURYLINKTM LIGHTLINK SERVICES (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 DigiLink, TransLink and LightLink Services (the "Services"). The local operating company providing the Services is identified in the Agreement.

1. INTRODUCTION.

- **1.1** DigiLink Service is a dedicated, low-to-medium speed private line service that delivers highquality, integrated voice and data connectivity. DigiLink provides digital network connectivity for point-to-point or multi-point arrangements at transmission speeds of 19.2, 56, and 64 kbps, and accommodates all forms of transmissions.
- **1.2** TransLink Service is a high-quality digital, private line service (T1) providing connectivity for customers with bandwidth requirements of up to 1.544 Mbps. TransLink delivers 64 kbps on each channel of up to 24 simultaneous voice, data and video channels to one location, delivering 1.536kbps throughput due to 8kbps for overhead.
- **1.3** LightLink Service is a private-line, point-to-point service usually provided over fiber optic transmission facilities. LightLink provides the functionality of multiple lines over one facility with an aggregate speed of 44.736 Mbps.
- 2. ORDER TERM. The minimum terms of any Order for Services issued during the Agreement Term ("Order Term") are as follows: (A) six months for DigiLink and TransLink Services and (B) 12 months for LightLink Service. The initial Order Term for the Services 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.

3. DIGILINK SERVICE DESCRIPTION.

3.1 Service Description.

- **A.** DigiLink Service is provided for Private Line IntraLATA Intraexchange and Interexchange communications.
- **B.** DigiLink Service is furnished for the simultaneous two-way transmission of digital signals at synchronous rates of 19.2 Kbps, 56.0 Kbps, and 64.0 Kbps between two or more points located within a LATA. The required format and interface specifications are contained in Technical Reference Publications TR-NWT-000341 and MDP-326-726.
- **C.** DigiLink is furnished for duplex operation only.
- **D.** Channel Termination is the local facility from Customer's designated premises to the Serving Wire Center. Each DigiLink Service facility may be comprised of two or more Channel Terminations. Where both Customer premises are served by the same Serving Wire Center, the Service will consist of two or more Channel Terminations. Where each

Customer premises is served by different Serving Wire Centers, the Service will consist of two or more Channel Terminations, one Channel Mileage Termination (fixed) and the Channel Mileage Facility (per mile) between Serving Wire Centers or Hubs.

- **E.** Data Amplification provides for data transmission when Customer is located beyond the normal range for high speed digital data service. Local channel terminations greater than five cable route miles in length for 19.2 Kbps service or three miles in length for 56 Kbps and 64 Kbps Service may require equipment be installed to regenerate the digital signal in order for accurate and acceptable data transmission to occur. The actual distance is dependent on decibel (db) loss and not just physical loop length and is a function of the specific CenturyLink cable between the serving wire center and Customer's location. Applications requiring Data Amplification may also require special construction charges as described in *Local Terms of Service: Line Extensions and Special Construction Services*.
- **3.2** Service Configurations. DigiLink Service can be provided as a Two-Point Service or a Multipoint Service.

4. TRANSLINK AND LIGHTLINK SERVICE DESCRIPTION.

4.1 Service Descriptions.

A. TransLink Service.

- (1) TransLink Service provides a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of Bipolar Return-to-Zero (BPRZ). TransLink Service is provided between two points located within a LATA. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342.
- (2) Fractional DS1 channels are also available on a limited basis and provide simultaneous, two-way transmission at contiguous bit rates of 256, 384 and 512 Kbps. Fractional DS1 channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate. TransLink Service may be terminated into CenturyLink switching equipment for the purpose of provisioning network interconnection to Mobile Service Providers. TransLink Service may also terminate into CenturyLink switching equipment to provide voice access service.
- (3) Each TransLink Service facility is comprised of two Channel Terminations. Where both Customer premises are served by the same Serving Wire Center, the Service will consist of two Channel Terminations. Where each Customer premises is served by different Serving Wire Centers, the Service will consist of two Channel Terminations, one Channel Mileage Termination (fixed) and the Channel Mileage Facility (per mile) between Serving Wire Centers or Hubs. If TransLink Service is terminated into CenturyLink switching equipment for the purpose of provisioning a network interconnection to Mobile Service Providers or to provide voice access service, the facility will have one TransLink Service termination charge and the appropriate switch termination or voice access charge.

B. LightLink Service.

(1) LightLink Service provides a high capacity channel for the transmission of 44.736 Mbps isochronous serial data having a line code of bipolar three zero

substitution (B3ZS). LightLink Service is provided between two points located within a LATA. LightLink Service is available utilizing an electrical interface. The required format and interface specifications are contained in Technical Reference Publication 62508 and 62411, and the associated Addendum TR-INS-000342 and TR-NPL-000054.

- (2) LightLink Service. Each LightLink Service facility may be comprised of one or two Channel Terminations. Where both Customer premises are served by the same Serving Wire Center, the Service will consist of two Channel Terminations. Where each Customer premises is served by different Serving Wire Centers, the Service will consist of two Channel Terminations, one Channel Mileage Termination (fixed) and the Channel Mileage Facility (per mile) between Serving Wire Centers and/or hub(s). Where one Customer premises is involved, the Channel Termination of a lower bandwidth service can be replaced with a LightLink Service Channel Termination.
- **4.2** Service Configuration. TransLink and LightLink Services are provided with Two-Point Service. Multipoint Service is not available with TransLink or LightLink Service.

4.3 **Optional Features.**

A. The following optional features may be added to TransLink and LightLink Service:

(1) Central Office Multiplexing.

- (a) DS3 to DS1. An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing. Central Office Multiplexing is not available at Customer's premises.
- (b) **DS1 to DS0.** An arrangement that converts a 1.544 Mbps channel to 24 64.0 Kbps channels utilizing digital time division multiplexing. Central Office Multiplexing is not available at Customer's premises.

(2) Clear Channel Capability (CCC).

- (a) CCC is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits to meet pulse density requirements outlined in Technical Reference Publications GR-54 and GR-342. This will allow Customer to transport an all zero octet over a DS1/1.544 Mbps channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires Customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in Technical Reference Publications GR-54 and GR-342.
- (b) CCC is provided on DS1/1.544 Mbps channels of a TransLink and LightLink Service facility between two Customer designated premises and is subject to the availability of facilities.
- (3) Extended Superframe Format (ESF). The ESF optional feature is available at suitably equipped end offices, and passes Customer provided framing format for 1.544 Mbps service.
- (4) Multiplexed Service Connection.

- (a) For TransLink Service, a Multiplexed Service Connection is an arrangement that allows one DS0 channel of a multiplexed Service to be connected to one DS0 channel with like signaling of another Service. A Multiplexed Service Connection will be provided at all CenturyLink locations where Central Office Multiplexing is performed.
- (b) For LightLink Service, a Multiplexed Service Connection is an arrangement that allows one DS1 channel of a multiplexed Service to be connected to one DS1 channel with like signaling of another Service.

5. SERVICE COMPONENTS AND CHARGES.

- **5.1 Monthly Recurring Charge.** CenturyLink will charge Customer a MRC for Services. The applicable rate elements for the MRC are:
 - A. Channel Termination. The Channel Termination element provides for the communications path between Customer designated premises and the Serving Wire Center. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected at the point of termination (POT) and the type of signaling capability if any. One Channel Termination charge applies per Customer designated premises at which the channel is terminated.
 - **B. Channel Mileage.** The Channel Mileage element provides for the end office equipment and the transmission channel between the Serving Wire Centers associated with two Customer designated premises, between a Serving Wire Center associated with a Customer designated premises and a CenturyLink Hub, or between two CenturyLink Hubs. Channel Mileage rates include:
 - (1) Channel Mileage Facility (Per Mile). The Channel Mileage Facility (Per Mile) rate recovers the cost for the transmission path, which extends between CenturyLink Serving Wire Centers or Hubs and includes primarily outside plant used to provide the facility. Rates are based on airline distance and fractional mileage will be rounded up to the next full mile.
 - (2) Channel Mileage Termination (Fixed). The Channel Mileage Termination (Fixed) rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at Serving Wire Centers). If facilities are provided jointly by CenturyLink and another telephone company, the regulations, rates and charges of the other telephone company. CenturyLink applies a 50% billing percentage to the Channel Mileage Termination (Fixed) rate on jointly-owned circuits, and applies 100% billing percentage on wholly-owned circuits.
 - C. Voice Access Charge. For TransLink Service only, CenturyLink will charge customer an additional MRC per voice channel.
 - **D. Data Amplification Charge.** For DigiLink Service only, CenturyLink will charge Customer an additional MRC and NRC and Data Amplification Charge.
 - **E.** Central Office Bridging Capability Charge. For DigiLink Service only, CenturyLink will charge Customer an additional MRC and NRC for one Central Office Bridging Capability charge per port. When more than one Serving Wire Center is involved, the

origin of the bridge will dictate if there are additional interoffice transport charges (i.e., Channel Mileage).

5.2 Nonrecurring Charges.

- A. Installation Charge. An Installation Charge is applicable for the initial installation of a Channel Termination to a Serving Wire Center.
- **B. Rearrangement Charge.** A Rearrangement Charge is applicable for any rearrangement of an existing Channel Termination.
- **C. Move Charges.** A Move Charge applies for Channel Terminations moved to a new location, even when moved on the same premises. It applies in addition to the Service Ordering Charge described in *Local Terms of Service: Service Charges*.
- **D. Other Service Charges.** Charges described in the *Local Terms of Service: Service Charges* apply where applicable.

6. TERM DISCOUNT PLAN (TDP).

- **6.1** A Term Discount Plan (TDP) provides Customer with discounted rates for Service. The Services are ordered under a TDP for fixed periods identified in the Agreement. For LightLink Service, month-to-month rates may apply only after the expiration of a TDP. All rate elements within the same Service facilities must be ordered under the same commitment period and under the same service date. Customer must order the TDP in writing to CenturyLink. A TDP may be ordered in one-month increments, (e.g. a 28-month commitment period or a 37-month commitment period).
- **6.2** Customer must specify the length of the initial service period at the time Service is ordered. When Customer converts to a TDP, Nonrecurring Charges do not apply toward facilities in-service at that time. If Customer converts from month-to-month rates to a TDP or upgrades from one TDP to another, Nonrecurring Charges and Service Charges do not apply.
- **6.3** At the end of the TDP Customer may subscribe to a new TDP at the prevailing rates. If Customer does not select a new TDP, the rates will convert to the prevailing month-to-month rates.
- **6.4** Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If CenturyLink initiated rate increases to any rate element or combination of rate elements causes the charges for the entire Service under the TDP to increase by 10% or more annually, then Customer may cancel the TDP without incurring termination liability charges provided Customer notifies CenturyLink within 30 days after the effective date of the rate increase.
- **6.5** Customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of 84 months. The number of remaining months in the original term plan will become part of the total term in the new term plan.

7. EARLY TERMINATION LIABILITY.

- **7.1** 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 Channel Terminations and not be subject to early termination liability providing the terms of the TDP are maintained.
- **7.2** 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.