

Attachment A

Global Crossing Local Services, Inc. ("GCLS" or "Applicant") is a Michigan Domestic Corporation incorporated on January 4, 1995.

Articles of Incorporation are provided hereunder.

Telecom Operating Affiliates:

Broadwing Communications, LLC
CenturyLink Communications, LLC d/b/a CenturyLink Acquisition
CenturyLink Communications, LLC d/b/a CenturyLink Solutions
CenturyTel Broadband Services, LLC d/b/a CenturyLink Broadband
CenturyLink of Louisiana, LLC
CenturyTel of South Arkansas, Inc. d/b/a CenturyLink
Global Crossing Telecommunications, Inc.
Level 3 Communications, LLC
Level 3 Telecom of Louisiana, LLC
TelCove Operations, LLC
WilTel Communications, LLC

**MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU**

(For Bureau Use Only)
Date Received

204-059

FILED

JAN 04 1995

RECEIVED

JAN 04 1995

Michigan Dept. of Commerce
Corporation & Securities BureauAdministrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Corporation Identification Number

**ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations**

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Allnet Local Services, Inc. ✓

ARTICLE II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan (the "Act").

ARTICLE III

The total authorized capital stock is:
Common Shares: 1,000 No Par Value
Stated Value Per Share \$0.01

ARTICLE IV

1. The address of the registered office is:
30300 Telegraph Road, Suite 350
Bingham Farms, MI 48025
2. The name of the registered agent at the registered office is:
Connie R. Gale

C+5 100

✓
AN, a-c-k 4631 62.50

ARTICLE V

The name and address of the incorporator is as follows:

Name:	Residence or Business Address:
Connie R. Gale	30300 Telegraph Road, Ste 350 Bingham Farms, MI 48025

ARTICLE VI

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{3}{4}$ in value of the creditors or class of creditors, or of the Shareholder or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

ARTICLE VIII

No director of this Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for a breach of such director's fiduciary duty; provided, that the foregoing shall not eliminate or limit the liability of a director for any of the following:

- (a) A breach of the director's duty of loyalty to the Corporation or its shareholders.
- (b) Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
- (c) A transaction from which the director derived an improper personal benefit.
- (d) A violation of Section 551(1) of the Act.
- (e) Any other act or omission as to which the Act does not permit a director's liability to be so limited.

In the event that the Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal, modification or adoption.

I, the Incorporator, sign my Name this 3rd day of January, 1995.

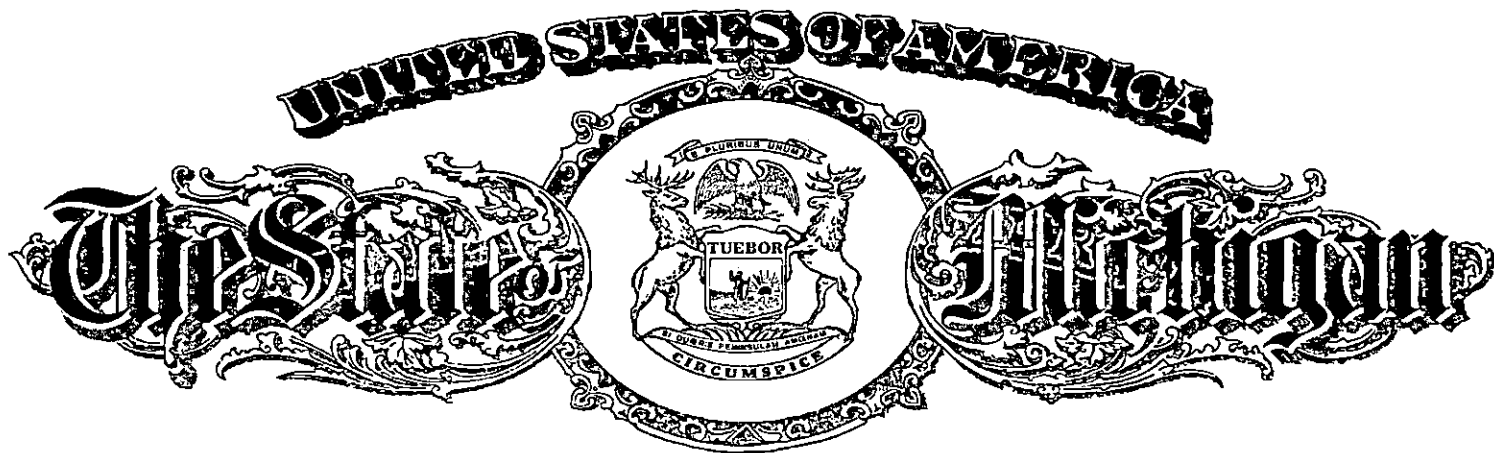


Connie R. Gale

Document will be returned to Name and
Mailing Address indicated below:
Include name, street and number (or P.O. box),
city, state and ZIP code

Name of person or organization remitting fees:
Jaffe, Raitt, Heuer & Weiss
Professional Corporation

Preparer's name and address and telephone number
Connie R. Gale, Esq.
30300 Telegraph Road, Suite 350
Bingham Farms, MI 48025
(810) 433-4103



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21060676509

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of June, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received

(FOR BUREAU USE ONLY)

NOV 14 1995

FILED

NOV 14 1995

ADMINISTRATOR
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAUPH. 517-663-2525 Ref # 55608
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI. 48827-0266

Zip Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Allnet Local Services, Inc.

2. The identification number assigned by the Bureau is:

2 0 4 - 0 5 9

3. The location of the registered office is:

~~2000 Telegraph Road, Suite 350, Bingham Farms~~
(Street Address)

(City)

Michigan

48025

(ZIP Code)

4. Article one of the Articles of Incorporation is hereby amended to read as follows:1. The name of the corporation shall be FRONTIER LOCAL SERVICES INC. ✓

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

- a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19____.

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

- b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 26th day of October, 1995. The amendment: (check one of the following)

- ☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- ☐ was duly adopted by the written consent of all directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- ☒ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by status in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- ☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 8th day of November, 1995

By Marvin C. Moses
(Only Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Marvin C. Moses

(Type or Print Name)

Executive V.P. and CFO

(Type or Print Title)



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21060676810

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of June, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received

SEP 29 1999

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED**SEP 29 1999**

Administrator
CORP, SECURITIES & LAND DEV. BUREAU


EFFECTIVE DATE:

517-663-2525 Ref # 96892

Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266

Eaton Rapids, MI 48827

Zip Code

Document will be returned to the name and address you enter above. 
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: **FRONTIER LOCAL SERVICES INC.**

2. The identification number assigned by the Bureau is:

204-059

3. Article I (one) of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation shall be

GLOBAL CROSSING LOCAL SERVICES, INC. ✓

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19_____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19_____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 10th day of

August, 1999 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- ☒ at a meeting the necessary votes were cast in favor of the amendment.
- ☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- ☐ by the board of a profit corporation pursuant to section 611(2).

Profit Corporations

Signed this 22nd day of September, 1999

By Barbara J. LaVerdi
(Signature of an authorized officer or agent)

Barbara J. LaVerdi, Asst. Secretary
(Type or Print Name)

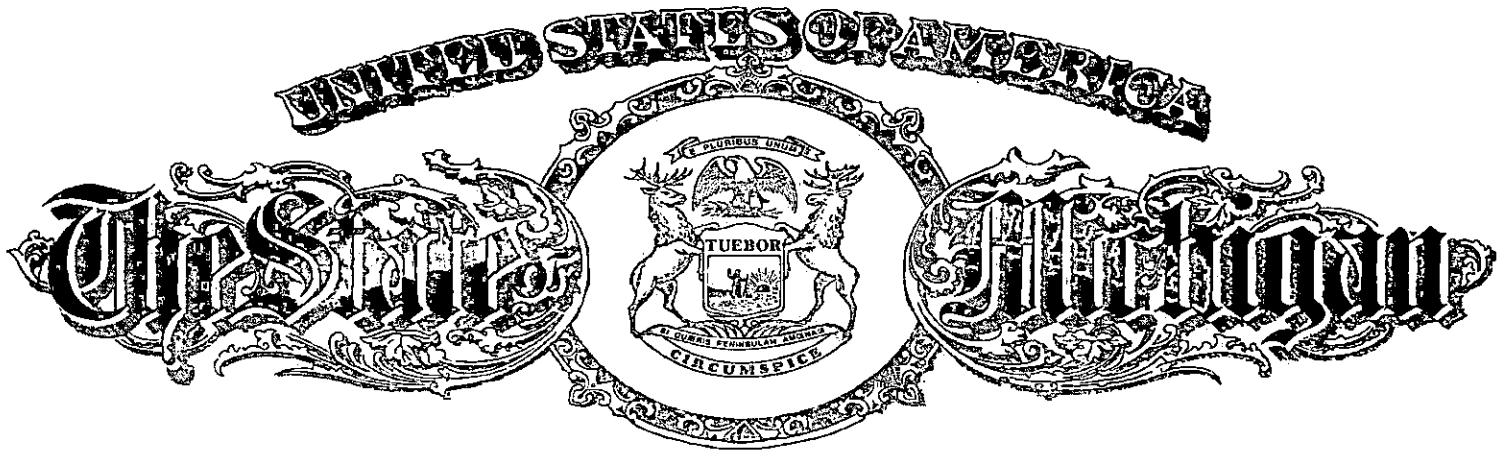
Nonprofit Corporations

Signed this _____ day of _____, 19_____

By _____
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)

(Type or Print Title)



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21060677110

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of June, 2021.

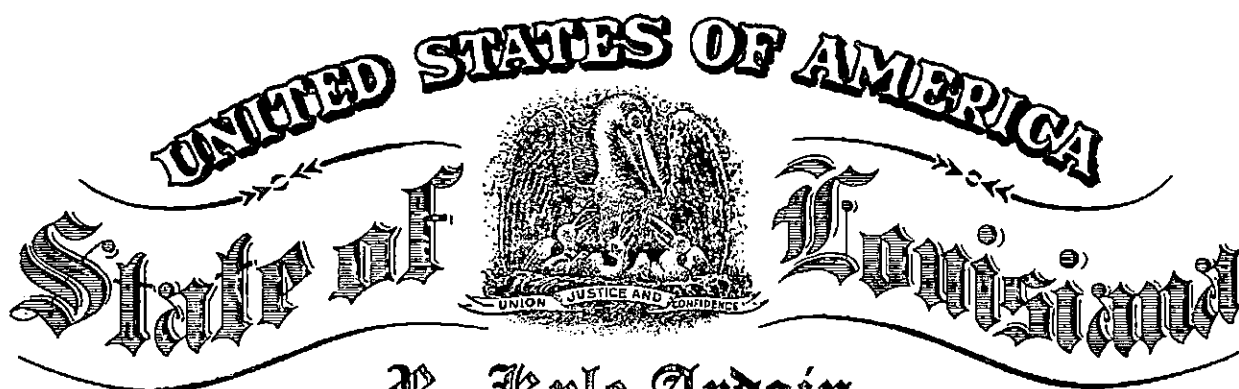
Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Attachment B

Applicant's authorization to do business in Louisiana is attached hereunder.



R. Kyle Ardoin
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that
the attached document(s) of

GLOBAL CROSSING LOCAL SERVICES, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

43932043F	FOREIGN CORP	ORIGF	6/8/2020	2 page(s)
44413853	FOREIGN CORP	21 AR	5/10/2021	2 page(s)

In testimony whereof, I have hereunto set my
hand and caused the Seal of my Office to be
affixed at the City of Baton Rouge on,

June 26, 2021

R. Kyle Ardoin

Secretary of State

WEB 43932043F



Certificate ID: 11417699#2CS93

To validate this certificate, visit the following
web site, go to **Business Services**, **Search**
for **Louisiana Business Filings**, **Validate a**
Certificate, then follow the instructions
displayed.

www.sos.la.gov

R. Kyle Ardoin
Secretary of State



APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA

(R.S. 12:304)

Foreign Corporation
Enclose \$125 filing fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P.O. Box 94125
Baton Rouge, LA 70804-9125
(225) 925-4704
www.sos.la.gov

STATE OF Colorado

Check one:

☐ Non Profit
☒ Business

Check one:

☒ Original Application
☐ Amended Application

PARISH/COUNTY OF Broomfield

1. Corporation name Global Crossing Local Services, Inc

2. Previous name: _____

3. Principal office address in state or country of incorporation 40600 Ann Arbor Road E. Suite 201, Plymouth, MI, 48170

4. Federal tax identification number 38-3273802

5. Principal business office address 1025 Eldorado Blvd, Broomfield, CO 80021

PLEASE INCLUDE COMPLETE STREET ADDRESSES FOR THE FOLLOWING

6. Principal business establishment in Louisiana 100 CenturyLink Drive, Monroe, LA 71203

7. Registered office address in Louisiana 3867 Plaza Tower Dr Baton Rouge LA 70816-4378

8. Registered agent's name and address in Louisiana CT Corporation System
3867 Plaza Tower Dr Baton Rouge LA 70816-4378

9. Nature of business to be transacted in Louisiana Telecommunications services

10. Names and addresses of directors and officers: Stacey Goff, Director, EVP, GC: 100 CenturyLink Drive, Monroe, LA 71203

Eric Mortensen, Director, SVP, Controller, Mieke Cole, Asst Secretary: 1025 Eldorado Blvd, Broomfield, CO 80021

Jeff Storey, President & CEO Rafael Martinez Chapman, Treasurer: 1025 Eldorado Blvd, Broomfield, CO 80021

Gary Maxwell Cox, Secretary, 100 CenturyLink Drive, Monroe, LA 71203

R. Kyle Ardoin
To be signed by Secretary

Assistant Secretary

6/4/2020
To be signed by

Sworn to and subscribed before me, the undersigned Notary Public, on this date

June 4, 2020

Kim Bartlett
Notary

AGENTS ACCEPTANCE AND ACKNOWLEDGEMENT OF APPOINTMENT (State of Colorado)
Notary ID # 19984027247
APPOINTMENT EXPIRES 09-30-2022

I hereby acknowledge and accept the appointment of registered agent for and on behalf of the

CT Corporation System

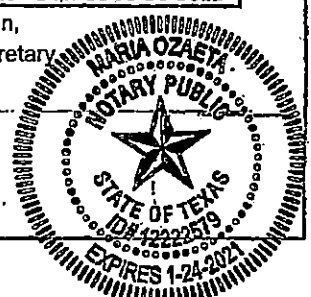
Registered Agent

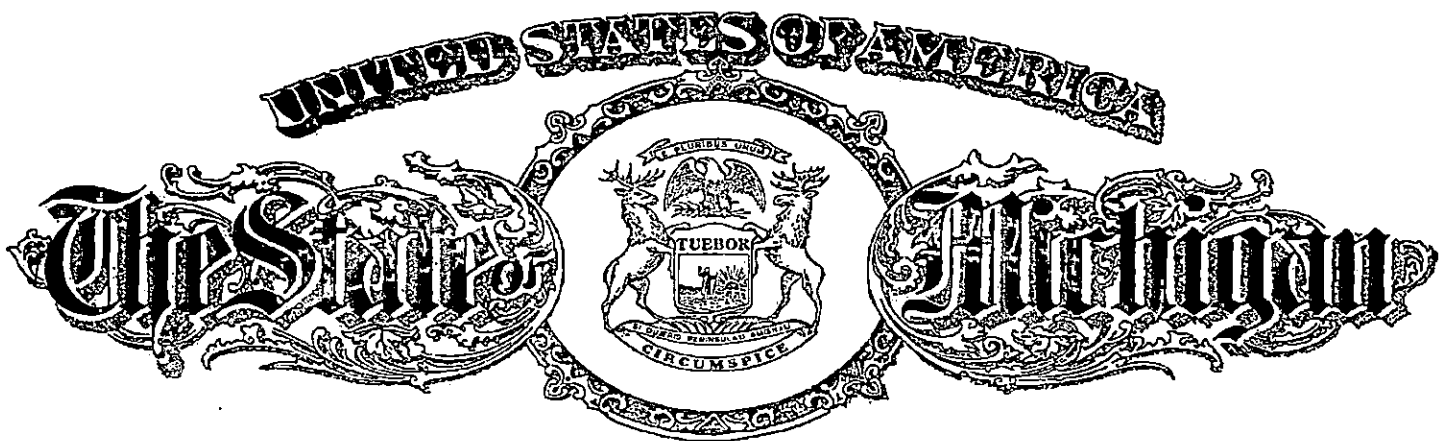
James Halpin,

Asst. Secretary

Sworn to and subscribed before me on this date June 8, 2020

Maria Ozaeta
Notary





Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

GLOBAL CROSSING LOCAL SERVICES, INC.

*was validly incorporated on January 4 , 1995 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 20061367450




*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 8th day of June , 2020.*

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

R. Kyle Ardoin Secretary of State 	FOREIGN CORPORATION ANNUAL REPORT For Period Ending 6/8/2021	 43932043F  2021		
Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) 43932043 F GLOBAL CROSSING LOCAL SERVICES, INC. 3867 PLAZA TOWER DR BATON ROUGE, LA 708164378		(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX) Domicile Street Address in State Where Incorporated (Do not use P. O. Box) 40600 ANN ARBOR ROAD E SUITE 201 PLYMOUTH, MI 48170		
		Federal Tax ID Number		
Our records indicate the following registered agents for the corporation. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. A NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE. C T CORPORATION SYSTEM 3867 PLAZA TOWER DR. BATON ROUGE, LA 70816				
I hereby accept the appointment of registered agent(s).		Sworn to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #		
New Registered Agent Signature		Notary Signature Date		
This report reflects a maximum of three officers or directors from our records for this corporation. Indicate any changes or deletions below. Include a listing of all names along with each title held and their address. Do not use a P. O. Box. If additional space is needed attach an addendum.				
STACEY GOFF 100 CENTURLINK DRIVE MONROE, LA 71203 ERIC MORTENSEN 1025 ELDORADO BLVD BROOMFIELD, CO 80021 JEFF STOREY 1025 ELDORADO BLVD BROOMFIELD, CO 80021		Director, Executive Vice-President Director, Vice-President Officer, President		
Our records indicate the following addresses for the corporation. Indicate any changes below. Principal business office wherever located: 1025 ELDORADO BLVD BROOMFIELD, CO 80021 Registered office in Louisiana (Must be the same as agent's address): 3867 PLAZA TOWER DR. /BATON ROUGE, LA 70816 Principal business establishment in Louisiana (Do not use a P. O. Box): 3867 PLAZA TOWER DR 3867 PLAZA TOWER DR., BATON ROUGE, LA, 70816, 4378 /BATON ROUGE, LA 70816-4378				
The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or Imprisonment or both under R.S. 14:133.				
SIGN →	To be signed by authorized individual Stacey Goff (SIGNED ELECTRONICALLY)	Title Director	Phone	Date 05/10/2021
	Signee's address	Email Address ON FILE		(For Office Use Only)
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> Enclose filing fee of \$30.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: www.sos.louisiana.gov </div> <div style="text-align: center;"> Return by: 6/8/2021 To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704 </div> </div> <div style="text-align: center; margin-top: 10px;"> DO NOT STAPLE </div>				
				4

UNSIGNED REPORTS WILL BE RETURNED

**Annual Report Supplemental Page
for Period Ending 6/8/2021**

Charter Number : 43932043F

Charter Name: GLOBAL CROSSING LOCAL SERVICES, INC.

Additional Officers

RAFAEL MARTINEZ CHAPMAN Treasurer
1025 ELDORADO BLVD BROOMFIELD, CO 80021

Attachment C

Applicant is a wholly-owned subsidiary of Lumen, which is publicly traded, and its annual report and most recent SEC 10K (and more) are provided at this link:

<https://ir.lumen.com/financials/results-overview/default.aspx>

Attachment D

Managerial ability and description of its history: Applicant is managed by the same principal officers of its parent company, Lumen (formerly known as CenturyLink), with bios/history and more at these links:

<https://news.lumen.com/executive-bios>

<https://news.lumen.com/lumens-legacy>

<https://web.archive.org/web/20160301080451/http://news.centurylink.com/company/history>

Attachment E

Technical ability of Applicant: Please see the biography of the Chief Technical Officer at this link:

<https://news.lumen.com/andrew-dugan>

Attachment F

Description of services and geographic area are provided below, and a map is hereunder.

- VoIP stands for Voice over Internet Protocol and is an alternate way of making phone calls that can be very cheap or completely free. The 'phone' part is not always present anymore as you can communicate without a telephone set.
- Communication can be done using analog or digital phones, computer interface or mobile devices. Internet or data connectivity is required.
- VoIP services are typically used as building block for integrated Unified Communication services such as instant messaging (chat), presence information, voice, mobility features, video calling and collaboration tools.
- Over-the-top (OTT) VoIP services use 3rd party infrastructure to delivery this functionality instead of setting up dedicated resources.
- Connected Voice will be available to both consumer and small business customers statewide.



Attachment G

Global Crossing Local Services, Inc. does not have any pending applications to operate as a telecommunications services provider and/or to offer telecommunications services in any other state.

Global Crossing Local Services, Inc. has not been denied any requested authority in any state.

Global Crossing Local Services, Inc. is authorized to operate in the following states:

Arizona
California
Colorado
Connecticut
District of Columbia
Florida
Georgia
Illinois
Indiana
Kansas
Kentucky
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Nevada
New Hampshire
New jersey
New York
North Carolina
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
Texas
Tennessee
Utah
Vermont
Virginia
Washington
Wisconsin

Attachment H

Please see illustrative tariff hereunder.

Issued: Date XX, 2021

Effective: Date YY, 2021

VoIP Services Tariff

APPLICATION AND REFERENCE

VOIP SERVICES TARIFF
APPLICABLE TO
VOICE OVER INTERNET PROTOCOL INTRASTATE SERVICE
FURNISHED BY
GLOBAL CROSSING LOCAL SERVICES, INC.
OPERATING IN
THE STATE OF LOUISIANA

This Tariff contains the regulations and rates applicable for the furnishing of Voice over Internet Protocol Intrastate Services provided by Global Crossing Local Services, Inc. within the State of Louisiana. All tariffed services offered by Global Crossing Local Services, Inc., whether under that name, or the trade or brand name CenturyLink or Lumen, are subject to the terms and conditions of this tariff, which is on file with the Louisiana Public Service Commission. CenturyLink of Louisiana, LLC is referred to as "CenturyLink" or "Company" in this tariff.

100 CENTURYLINK DRIVE
MONROE, LA 71203
800-871-9244

Issued: Date XX, 2021

Effective: Date YY, 2021

VoIP Services Tariff

APPLICATION AND REFERENCE

1.1 APPLICATION

- A. This VoIP Services Tariff contains terms, conditions and charges applicable to Intrastate Voice over Internet Protocol (VoIP) services furnished by Global Crossing Local Services, Inc. (hereinafter referred to as "Company") between points within the State of Louisiana. The services offered herein by the Company are subject to the terms and conditions of this VoIP Services Tariff.

Company services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

Issued: Date XX, 2021

Effective: Date YY, 2021

VoIP Services Tariff

APPLICATION AND REFERENCE

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Issued: Date XX, 2021

Effective: Date YY, 2021

VoIP Services Tariff

APPLICATION AND REFERENCE

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APPLICATION AND REFERENCE

1.3 EXPLANATION OF CHANGE SYMBOLS

- (C) - To signify a "Change" in existing rate and/or regulation.
- (D) - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- (I) - To signify a rate "Increase."
- (M) - To signify matter "Moved/Relocated" with no change to the material.
- (N) - To signify "New" text, regulation, service, and/or rates.
- (R) - To signify a rate "Reduction."
- (T) - To signify a "Text Change" but no change in rate or regulation.
- (Z) - To signify a correction.

1.4 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

The following list of trademarks, service marks and/or trade names which may be used for services offered in this VoIP Services Tariff are owned by Lumen Technologies, Inc. or a subsidiary of Lumen Technologies, Inc. and are used herein with express permission. Trademark and service mark designations will not be listed hereafter in the VoIP Services Tariff. However, the laws regarding trademarks and service marks are applicable.

Trade names, trademarks and service marks that are owned by Lumen Technologies, Inc. or a subsidiary of Lumen Technologies, Inc. cannot be used by another party without authorization.

Service mark/Trademark:

CenturyLink®
Lumen®
Lumen Technologies®
Lumen Technologies Group®

Trade Name:

CenturyLink
Lumen

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

ADVANCE PAYMENT – Part or all of a payment required before the start of service.

ACCESS LINE – An arrangement which connects the customer's location to a switching center or point of presence.

APPLICATION FOR SERVICE – An application which includes all pertinent billing, technical and other descriptive information which will enable the COMPANY to provide the specified communications services.

AUTHORIZED USER - A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate using the Company's services.

CHANNEL - A communication path between two or more points of termination.

COMMISSION - The Louisiana Public Service Commission.

COMPANY - Wherever used in this VoIP Services Tariff, "Company" refers to Global Crossing Local Services, Inc. unless the context clearly indicates otherwise.

CUSTOMER - Any person, firm, partnership, corporation, municipality, Company organization or governmental agency furnished communication service by the Company under the provisions and regulations of this VoIP Services Tariff. The customer is responsible for compliance with the rules and regulations of the Company and is responsible for ensuring payment of the charges.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for origination or termination of services.

DEDICATED ACCESS – Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

DEMARCATION POINT – The point of demarcation and/or interconnection between Company's communications facilities and terminal equipment, protective apparatus, or wiring at a subscriber's presence.

DUE DATE – the last day for payment without unpaid amounts being subject to a late payment charge.

END USER OR USER – Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

EXCHANGE - The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

EXCHANGE ACCESS LINE - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network interface.

EXPEDITE – A service description plus the accompanying installation or change to related circuits processed in a time period shorter than Company's standard service interval, upon request by a Customer.

FACILITIES - All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress, used to provide services offered under this tariff.

INDIVIDUAL CASE BASIS -- A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

INTERRUPTION – A condition whereby the service or portion of the service is inoperative, beginning at the time of notice by the Customer to the Company that such service is inoperative, and ending at the time of restoration.

ILEC – Incumbent Local Exchange Carrier.

LEC – Local Exchange Carrier.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - An area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

LOCAL EXCHANGE SERVICE - Telecommunications service provided within an exchange for the purpose of establishing connections between customer premises within a defined local calling area.

LOCAL MESSAGE - A communication between two or more exchange access lines within the local service area of the calling telephone.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE - Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

NETWORK – Refers to the Company's facilities, equipment, and services provided under this Tariff.

NETWORK SERVICE – Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Louisiana.

NON-RECURRING CHARGES – One time charges.

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

PREMISES - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

RESOLD LOCAL EXCHANGE SERVICE - Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

SERVICE COMMENCEMENT DATE – The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

SERVICE ORDER – The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

USER – A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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TERMS AND CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.1 General

- A. The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.
- B. This tariff shall be interpreted and governed by the laws of the State of Louisiana, regardless of its choice of laws provision.
- C. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- D. The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- E. The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Louisiana Public Service Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.
- F. Billing Period and Charges

Monthly recurring charges for services are paid one month in advance. The Company will provide notice of payment at the time of payment.

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TERMS AND CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.2. Minimum Service Period

- A. Except as otherwise provided herein, the minimum period of service is at least one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on each month having 30 calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.2.3 Shortage of Equipment or Facilities

- A. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier, other providers to the Company and the Company's network capacity and/or coverage area.
- B. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary due to lack of facilities or due to some other cause beyond the Company's control.

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TERMS AND CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.4 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services; or
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services; or
- (D) in a quantity greater than that which the Company would normally construct; or
- (E) on an expedited basis; or
- (F) on a temporary basis until permanent facilities are available; or
- (G) involving abnormal costs; or
- (H) in advance of its normal construction. Special construction charges will be determined as described herein.

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TERMS AND CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.5 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.2.6 Work Performed Outside Normal Working Hours

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time period including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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TERMS AND CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.7 Establishing Credit

- A. The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit or make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1) two and one half months' charges for a service or facility which has a minimum payment period of one month; or

2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

- B. A deposit may be required in addition to an Advance Payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Applicants for Service

The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

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TERMS AND CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.7 Establishing Credit

E. Reestablishment of Customer Credit

A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:

- During the first twelve (12) months that a customer receives service, the customer pays late four (4) times or has service disconnected by the Company for nonpayment two times.
- After the first twelve (12) months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve (12) month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
- After the first twelve (12) months that a customer has received service, the customer pays late at least six (6) times during any twelve (12) month period.

F. Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit.

G. If the Company requires a deposit as a condition of establishing credit, the Customer will be notified of the deposit requirement within forty-five (45) days after the event giving rise to the requirement.

H. In compliance with *General Order* dated September 17, 1991, simple interest at the per annum rate approved by the Public Service Commission will be paid on deposits held for six (6) months or longer, and will appear as a credit once each year on the regular monthly bill. No interest will be paid on deposits held less than six (6) months.

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.8 Assigning and Changing of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.2.9 Termination of Service - Company Initiated

A. The Company may discontinue or refuse service for any of the reasons set forth below:

- For failure to make or increase a deposit as set forth herein.
- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.
- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.
- For failure to make payment in accordance with the terms of a deferred payment arrangement;
- The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 Termination of Service - Company Initiated

- A. The Company may discontinue or refuse service for any of the reasons set forth below: (Cont'd)
- For violation of or noncompliance with a Commission order.
 - For violation of or noncompliance with any rules of the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.
 - For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
 - The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
 - Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
 - Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
 - Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
 - Unauthorized Use of the Network A) Unauthorized use of the Network occurs when either a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 Termination of Service - Company Initiated

C. Discontinuance Procedures

1. The Company will only discontinue service after it has delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
2. Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
3. Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice.

D. Service Restoral Charge

The Company will charge a service restoral fee as set forth in Section 3.2 of this tariff.

2.2.10 Temporary Suspension of Service - Customer Initiated - Not Available

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.11 Termination of Service – Customer Initiated

Notice to Company for Cancellation of Service Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

Service will be discontinued on the last day of the customer's billing cycle after the minimum service period has been met. Final charges will be rendered in accordance with Section 2.3.5, Prorating of Bills.

2.2.12 Customer Complaints

Customers can reach the Company's Customer Service department by dialing the number provided on the customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Louisiana Public Service Commission as follows:

Louisiana Public Service Commission
602 North Fifth Street, 12th Floor
P.O. Box 91154
Baton Rouge, LA 70821-9154
Telephone: (225) 342-4999

2.2.13 Connections of Equipment, Communications Systems and Premises Wire

- A. The Company's service may be used with Customer-provided terminal equipment, e.g., handsets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.
- B. The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function.

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.14 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.2.15 Directory Listings

- A. The Company does not publish a directory of subscriber listings.
- B. The Company is not liable for any errors or omissions in directory listings.

2.2.16 Universal Emergency Telephone Number Service (e.g., 911, E911)

- A. Universal Emergency Telephone Number Service allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- B. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- C. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.16 Universal Emergency Telephone Number Service (e.g., 911, E911) (Cont'd)

- D. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the data management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- E. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.
- F. After the establishment of service, it is the public safety agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.
- G. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- H. Under the terms of this tariff, the public safety agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the public safety agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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TERMS AND CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.17 Telecommunications Relay Service (TRS)

Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

2.2.18 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

2.2.19 Promotional Offerings

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

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TERMS AND CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 Customer Responsibility

- A. All bills are presumed accurate and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days. The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company, as well as any taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of Company's services. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- B. Customer agrees to remit payment by credit card or other electronic payment as the Company does not accept payment by check.

2.3.2 Billing Inquiries

- A. Billing inquiries must be directed in writing to the Company. When disputing a particular bill, the customer must include sufficient documentation to investigate the dispute, including the account number, the date of the bill and the specific items on the bill being disputed. The company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- B. In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge from the shorter of the date of overpayment by the Customer or 90 days. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim. Notwithstanding the foregoing, the Company will only provide credit or payment for up to 90 days of over billed amounts.

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TERMS AND CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 Returned Check Charge

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. The Service Charge per occurrence will be the maximum prevailing rate allowed by the State of Louisiana plus any other charges assessed to the Company by the financial institution will be applied to each check returned due to insufficient funds.

2.3.4 Late Payment Charge

As provided in the General Order issued by the Louisiana Public Service Commission on February 20, 1973, a 5% penalty may be assessed on all bills which are unpaid more than 20 days after the date of the bill. A 5% penalty will be assessed on the principal balance each month that the bill remains unpaid. In no case shall a penalty be charged on a portion of an unpaid balance that contains a penalty.

Customers will be charged the lesser of 5% per month or the highest interest rate which may be applied under state law for commercial transactions, of any amounts owed to the Company beyond the due date for such payment. As described in Section 2.2.2.A., the Company may not set the due date for payment less than twenty-one (21) days after the date of the postmark on the bill. However, the Company will not impose a late payment charge on a previously unpaid late payment charge.

2.3.5 Prorating of Bills

Bills for telephone service are normally rendered on a monthly basis. Bills rendered for establishment of services will be prorated on the basis of a thirty (30) day billing period. Final bills rendered after customer-requested discontinuance of residential service will not be prorated and service will remain available to the customer until the first day of the customer's next billing cycle.

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2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.6 Adjustment of Charges

A. Allowance for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer provided or Company-provided automatic dialing equipment are not deemed an interruption of service as denied herein since the Customer has the option of using the long distance network via local exchange company access.

B. Credit for Interruptions

1. Subject to the exceptions contained in A. preceding, when use of service or facilities is furnished by the Company is interrupted; upon Customer's request, the Company shall provide a credit equal to a pro-rata portion of the monthly services.
2. For calculating credit allowances, every month is considered to have thirty (30) days. Only those facilities on the interrupted portion of the circuit will receive a credit.

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TERMS AND CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.5 Adjustment of Charges

C. Limitations on Credit for Interruption Allowance

1. Credits do not apply if the violations of a service quality standard:

- Occurs as a result of a negligent or willful act on the part of the customer, or noncompliance with the provisions of this Tariff by any person or entity other than the Company.
- Occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;
- Occurs as a result of the failure of power, equipment, systems, connections or services not provided by the Company
- Occurs as a result of, or is extended by, an emergency situation; An emergency situation is denied as:
 - A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.
 - An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.
 - A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

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2.4 LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 2.4.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.

Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company will not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including but not limited to, loss of revenue or profits, for any reason whatsoever, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

- 2.4.2 The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "911" or to any other person who may be affected by the dialing of the digits "911."

Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.

- 2.4.3 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes; any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, criminal actions taken against the Company, any failure of local exchange company lines or delays caused by the underlying local exchange company or the Customer or end-user.

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TERMS AND CONDITIONS OF OFFERING

2.4 LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 2.4.4 The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change of Customer's equipment, including software controlling the equipment's function.
- 2.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.6 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.4.7 The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.
- 2.4.8 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 2.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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TERMS AND CONDITIONS OF OFFERING

2.4 LIMITATIONS OF LIABILITY AND INDEMNIFICATION

2.4.10 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user, or other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.

2.4.11 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify defend and hold the Company harmless from claims, loss, demands, suits, damage, expense or other action or any liability whatsoever (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense or liability for patent infringement arising from:

(1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or

(2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service.

In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

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TERMS AND CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY/LIMITATIONS OF LIABILITY (Cont'd)

2.4.12 Directory Errors or Omissions

The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such error, omissions, or other failures.

The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.

In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

2.4.13 Unauthorized Access and Hacking

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment.

2.4.14 Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.

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TERMS AND CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF THE CUSTOMER

2.5.1 Use of Subscriber Service

- A. Services provided under this tariff may be used for any lawful purpose for which the service is technically suited. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- B. Customers may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- C. Customer shall, at its sole cost, be responsible for:
 - 1. providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP Application and the Customer network to operate with the ELS Service and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer;
 - 2. obtaining and provide to the Company, prior to installation of the particular ELS Service, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution;
 - 3. all Subscriber Tier 1 support and
 - 4. all Class 5 features, such as dial tone, call waiting and call forwarding functionality.
- D. Customer shall input, validate and maintain accurate Subscriber information (through a Company-provided electronic interface) so that the Company can provide such Customer-provided information to applicable national databases, including, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) (with LIDB preferences set to not accept collect calls) and Caller ID with NAME Database (CNAM). In doing so, Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event the Company cannot validate an address through MSAG, Customer shall, upon notification of the same, immediately deliver a corrected address to the Company that can be validated against MSAG. Customer shall advise Subscribers of Subscriber's responsibility and obligation to provide valid address information that can be verified against MSAG. Customer shall indemnify and hold harmless the Company and its affiliates against any and all claims and expenses resulting from the failure of Customer to comply with Customer's responsibilities described in this tariff.

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TERMS AND CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF THE CUSTOMER

2.5.1 Use of Subscriber Service (Cont'd)

- E. Customer shall provide the Company with Automatic Number Identification (ANI) for all calls using ELS Service in the originating ANI field specified by the Company. All no-ANI calls (including operator services and directory assistance calls) and all calls where the originating ANI is not an ELS TN will be treated as intra-state and/or international long distance calls (as applicable) and terminated as such at the Company's then current standard, or otherwise contracted, long distance usage rates (even if Customer has selected a flat rate billing plan).
- F. Customer may not use the Service in a manner that interferes with or impairs service, or the privacy of any communications over any of the facilities and associated equipment constituting the Company's network.
- G. Customer must successfully complete operational acceptance testing of any ELS Services with the Customer VoIP application.

2.5.2 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.6 SPECIAL TAXES, FEES AND CHARGES

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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NONRECURRING CHARGES

3.1 INSTALLATION CHARGES

Customers will be charged an installation charge as specified for the service provided.

3.2 RESTORAL FEE

A Restoral Fee in the amount of the new customer installation charge will apply when service is restored after a Company-initiated suspension or disconnection as described in Section 2.

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SERVICES AND RATES

4.1 GENERAL

4.1.1 Exchange Areas

The Company will provide VoIP Service throughout the geographic area serviced by its own outside plant, within the State of Louisiana.

4.2 SERVICE OFFERED

4.2.1 Basic Business Service (BBS)

A. Description

1. Basic Business Service (BBS) provides inbound and outbound local and long-distance voice services (via a Direct Inward Dial/Direct Outward Dial (DID/DOD) assigned by Company) utilizing an Internet Protocol (IP) to IP or Public Switched Telephone Network (PSTN) to IP (or vice-versa) hand-off and which Customer certifies to Company is either originated by Subscribers in or terminated to Subscribers via an IP format (or is otherwise enhanced traffic). Company will route calls to the PSTN or an IP address and terminate them to a Customer Voice over Internet Protocol (VoIP) Application.
2. Where available in a Market, BBS includes telecommunications relay services (711), Directory Listings and Operator and Directory Assistance.
4. This service package contains unlimited local and long distance calling to the United States, the District of Columbia and Canada.
3. BBS is offered for a minimum service term of one month.

B. Rates and Charges

Per subscription	\$40.00
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SERVICES AND RATES

4.2 SERVICES OFFERED (Cont'd)

4.2.2 Professional Business Package (PBP)

A. Description

1. Professional Business Package (PBP) contains unlimited local and long distance calling to the United States, the District of Columbia and Canada.
2. This service package includes additional desktop / mobile client and enhanced Unified Communication functionality.
3. PBP is offered for a minimum service term of one month.

B. Rates and Charges

Per subscription	\$55.00
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4.2.3 900/976/700 Blocking Service

BBS and PBP blocks access to these services at no additional cost.