

**LOCAL TERMS OF SERVICE:  
MESSAGE TOLL SERVICE (Local Toll Service)  
(Indiana, Ohio, and Tennessee Business Customers)**

The applicable cover agreement, if any, and the Local Terms of Service, which include the Standard Terms and Conditions for Communications Service and these service-specific terms (collectively, the "Agreement"), govern Message Toll Service for both business and residential customers ("Service"). The local operating company providing the Service is identified in the Agreement.

**1. GENERAL.**

- 1.1 Provision of Service.** Brightspeed provides the Service on an intrastate basis to Customer and to message toll telephone service of other companies to the extent that these terms are used by such other companies. The Service includes message toll mobile telephone service.
- 1.2 Incorporation of Terms.** Where reference is made in these terms to regulations, rates and charges specified in other applicable terms and conditions, such terms and conditions as they now exist, or as they may be revised, added to or supplemented are hereby incorporated into these terms as applicable.
- 1.3 Commission.** Intrastate message toll service as governed by these terms is available in the exchanges as defined by maps filed with the applicable regulatory authority.

**2. RULES AND REGULATIONS.**

- 2.1 Description.** Service provides for the furnishing of facilities, other than facilities for exchange service or mobile telephone service, for telephone communication between local service areas, or between a local service area and a mobile service area, or between two mobile service areas, in accordance with the regulations and system of charges specified in these terms.
- 2.2 Abuse or fraudulent use of Service.** Brightspeed may discontinue local toll service, after notification, to any individual, partnership, association or corporation who uses or permits use of the facilities that Brightspeed furnishes to obtain, or attempting to obtain, or assisting another to obtain, or attempting to obtain, message toll telephone service by re-arranging, tampering with, or making connection with any Brightspeed facilities, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid the payment, in whole or part, of the regular charge for Service.
- 2.3 Advance payments.** Brightspeed may require Customer to make advance payments for charges, including service connection charges, installation charges and special construction charges as necessary to protect Brightspeed's toll service revenues. The amount of the advance payment will be credited to Customer's account as applying to any indebtedness under the contract.
- 2.4 Authorized attachments or connections.**
  - A. Customer provided equipment and facilities may be attached to or connected with facilities that Brightspeed furnishes for message toll service.
  - B. Where Customer provided equipment or facilities are involved in the transmission, reception or both of a toll call, the regulations and rates for each call are those applicable for message toll telephone customer dialed, operator handled or conference service, according to the connection established as set forth in these terms.
- 2.5 Denial of service.** When Service is restored after denial, Brightspeed will make a pro rata allowance at the list rate for the Service denied for the entire period of denial.
- 2.6 Deposits.** Brightspeed may, in order to safeguard its interest or those of an Interexchange Carrier (IXC) for whom Brightspeed is an authorized agent, may require Customer to make a suitable deposit that Brightspeed or the IXC will hold or provide a third party guarantor in lieu of a deposit as a guarantee of the payment of telephone service charges. Deposits for Service will be in accordance with applicable state law and minimum telephone service standards. Brightspeed will inform Customer of all options available for meeting the requirements. Deposits for local exchange service

will be calculated and assessed separately from deposits for toll service using the Uniform Statewide Deposit Amount Methods as provided in accordance with applicable state law.

**2.7 Brightspeed's Obligations and liabilities related to Service.**

- A. **Availability of facilities.** CenturyLink's obligation to furnish Service or to continue to furnish Service is dependent on its ability to obtain, retain and maintain suitable facilities and rights-of-way without unreasonable expense and to provide for the installation and testing of those facilities required incident to the furnishing and maintenance of that service.
- B. **Message transmitting.** Except as otherwise specifically provided in these terms, Brightspeed does not transmit messages but offers the use of its facilities for communications between Customers.
- C. **Defacement of premises.** Brightspeed is not liable for any defacement of or damage to the premises of a Customer resulting from the attachment of Brightspeed's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of negligence of Brightspeed.
- D. **Use of connecting company lines.** When lines of another telephone company are used in establishing connections to points not reached by Brightspeed's lines, Brightspeed will not be held liable for any act or omission of the other company.
- E. **Service at outdoor locations.** Brightspeed will refuse to provide, maintain or restore service at outdoor locations unless Customer agrees in writing to indemnify and save harmless Brightspeed from and against any and all loss or damage that may result to telephones, apparatus, wiring or other equipment furnished by Brightspeed at such locations.
- F. **Customer Billing Adjustments for Local Exchange Service.** Brightspeed incorporates by reference, and will adhere to, the guidelines for Customer billing adjustments for local exchange service, in accordance with applicable state law.
- G. **Limited conversation.** Brightspeed reserves the right to limit the length of conversation when necessary in times of emergency resulting in a shortage of facilities.
- H. **Priority of service.** In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of local and message toll telephone service will take precedence over all other services, except as the public interest will otherwise require.
- I. **Interconnection with miscellaneous common carriers.** Message toll telephone service to and from mobile stations of a miscellaneous common carrier (MCC), with whom Brightspeed has made arrangements for the interchange of telephone traffic, is available at the rates set forth for two point service in these terms.
- J. **Emergency calls offered at no charge.** Message toll telephone calls to the applicable state law enforcement and to governmental emergency service agencies described below, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call described below are offered at no charge to customers.
  - i. applicable state highway patrol, governmental fire fighting, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24 hour basis, 365 days a year, including holidays.
  - ii. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt

action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for the emergency.

### 3. TWO POINT SERVICE.

- 3.1 Two point message toll telephone service.** This Service is providing toll connections between two main stations, PBX or key trunk lines, or a combination thereof.
- 3.2 Classes of service.** Two classes of two point message toll telephone service are offered, namely, customer dialed service and operator handled service. Operator handled service is offered for station to station calls and person to person calls as described below.
- 3.3 Customer-dialed Service.** This Service is service where the person originating the call dials the telephone number desired without the assistance of a Brightspeed operator (when facilities are available) or gives the telephone number assigned to the MCC for interconnected service.
- 3.4 Operator handled service.** This Service is service requested of a Brightspeed operator by the person originating a call which is in addition to the customer-dialed service specified above.
- A. Station to station calls are calls where the person originating the call specifies to a Brightspeed operator a particular telephone number to be reached.
  - B. Person-to-person calls are calls where the person originating the call specifies to a Brightspeed operator a particular person to be reached, a particular mobile station to be reached through an MCC operator or a particular station, department or office to be reached through a private branch exchange attendant. When after the telephone, MCC operator or private branch exchange system called has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other person or mobile station to be reached through an MCC, or to any other station, department or office to be reached through a private branch exchange attendant, the call is charged for as person-to-person.
- 3.5 Collect calls (reversed charge).** These calls bill to a third telephone number or calling card. Subject to the provisions of Section 3.6 below, station-to-station and person-to-person calls may upon request be:
- A. Collect, i.e., charged against the called telephone number provided the charges are accepted at the called telephone number and completed to other than payphone line service.
  - B. Billed to a third telephone number, i.e., charged to an authorized station, as determined by Brightspeed, other than the station originating the call or the station where the call is terminated;
- 3.6 Initial minute, additional minutes, service charges and discounts.**
- A. Two point message toll service rates are quoted in terms of initial minute, additional minutes and service charges in the schedule of rates below.
    - i. Initial minute. Initial minute rates are for connections of one minute or any fraction thereof.
    - ii. Additional minutes. Additional minute rates are for each additional minute or any fraction thereof that the connection continues beyond the initial minute.
    - iii. Customer-dialed station-to-station. Only initial minute and additional minute rates apply.
    - iv. Customer-dialed calling card station-to-station, operator- handled station-to-station and person-to-person. Initial minute and additional minute rates apply in addition to a service charge.

- B. Service charge. A service charge applies to each customer-dialed calling card station-to-station call and to each operator-handled station-to-station and person-to-person call. This charge is added to the initial minute and additional minute charges. Discounts do not apply to the service charge.
- C. Discounts for the evening and night and weekend reduced periods in the schedule of rates are applied to that portion of the messages occurring within the rate discount periods stated in the schedule of rates. On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, the rate applicable is the evening rate unless a lower rate would normally apply.

### 3.7 Timing of messages.

- A. With respect to customer-dialed and operator-handled station-to-station calls, a message is considered as starting at the time telephone communication is established between the calling station and the called telephone number, MCC operator, PBX system or PBX station reached directly rather than through a PBX attendant.
- B. With respect to operator-handled person-to-person calls, a message is considered as starting at the time telephone communication is established between the person calling and (i) the particular person called, (ii) another party acceptable to the person calling, (iii) the PBX station reached through a PBX attendant, or (iv) the particular MCC mobile station called or another MCC mobile station acceptable to the calling party.
- C. Chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by Brightspeed operator.
- D. Chargeable time does not include time lost because of faults or defects in the service.

### 3.8 Time of day.

- A. The time legally or commonly in use at the rate center of the calling station determines the rate period for customer-dialed calls.
- B. In cases where a message begins in one rate period and ends in another, the discount is computed as described above.

## 4. CONFERENCE SERVICE.

**4.1 Message Toll Conference Service.** This Service provides connections among three or more access lines (including mobile units) or private branch exchange trunk lines, or combination thereof, on one connection at the same time.

### 4.2 Conditions under which Message Toll Conference Service is furnished.

- A. Service is furnished where and to the extent that facilities permit.
- B. All main stations (including mobile units) or PBX trunk lines on a connection may be so interconnected that each may communicate with all the others, or arrangements may be made whereby one station will be the transmitting station and all others receiving stations.
- C. Brightspeed, upon request, will attempt to arrange for the establishment of a connection at a specified time.

**4.3 Collect call (reversed charge) or bill to a third telephone number or calling card.** Charges for calls may, upon request, be sent collect or billed to a third-party telephone number if the total charge is billed to one designated station.

**4.4 Initial minute, additional minutes and service charge.** Message toll conference service rates are quoted in terms of initial minute and additional minutes and service charges.

**4.5 Timing of messages.**

- A. A message is considered as starting at the time telephone communication is established between all of the persons on the conference.
- B. A message is considered as terminating at the time the connection is terminated at the originating point.
- C. The originating customer's request that a station or stations be added to or disconnected from a connection after the message has started is considered as terminating the message and initiating a new call on the basis of the revised group of stations.
- D. Chargeable time does not include time lost because of faults or defects in the service.

**4.6 Rates and charges.**

- A. The two point initial minute and additional minute charges apply, for a call between the originating station and each called station on the conference.
- B. A service charge applies to each called station.

**4.7 Application of special charges.** When an abnormal arrangement is required or when suitable existing facilities are not available for message toll conference service, special facilities may be provided and a special charge will be applied based upon the cost of the special facilities. The special charges are separate from and in addition to the applicable initial period and additional period rates determined as outlined in these terms.

**5. OPTIONAL OFF-PEAK TOLL SERVICE.**

**5.1 Regulations.**

- A. Off-peak toll service is an optional offering involving one-way customer-dialed only calling to exchange areas within the LATA within the applicable state that are not over 22 airline miles from the exchange area in which the customer is located.
- B. Off-peak toll service is provided subject to the availability of message toll telephone service facilities. In case a shortage of facilities exists, the provision of message toll telephone service will take precedence over this service.
- C. Off-peak toll service is provided for all residence customers and on all lines and trunks for nonresidence customers.
- D. Off-peak toll service will be offered in an exchange area at the option of Brightspeed, or upon application by Brightspeed of 5% or 100 customers in that exchange area, in any of the following mileage bands to be designated by Brightspeed: 10, 16 or 22 airline miles.
- E. Off-peak toll service is available from 3:00 p.m. on any week day to 9:00 a.m. the following week day, from 3:00 p.m. on Friday to 9:00 a.m. the following Monday and on holidays.
- F. Off-peak toll service will not be furnished with foreign central office or foreign exchange services.

**6. TELESAYER.**

**6.1 Regulations.**

- A. TeleSaver is an optional message toll service offering involving one way, customer dialed, non operator handled or operator serviced calling from exchange areas in which Brightspeed is the primary toll carrier. TeleSaver consists of three separate options, described below.
- B. TeleSaver will not be furnished with foreign exchange services or payphone line service.

- C. TeleSaver will be ordered and billed on a per main billed account basis. All applicable calls placed from lines associated with the same main billed account will be included in TeleSaver.
- D. TeleSaver is available where billing capability for the service exists.
- E. TeleSaver is not available to a customer who subscribes to any other telephone company optional calling plan.

## 7. OPPORTUNITY 800 SERVICE.

### 7.1 Description.

- A. Opportunity 800 service is a common line termination service that provides, where facilities are available, for the termination of IntraLATA 800 calls on residence and non-residence access lines.
- B. Opportunity 800 service provides reverse charge dial-type telecommunications to a local exchange access line arranged for Opportunity 800 service from other stations within the customer's LATA using the public switched network.

### 7.2 General Regulations.

- A. The Opportunity 800 service customer is furnished an 800 service number to be associated with an individual line or trunk. Opportunity 800 service is not an access line.
- B. An Opportunity 800 service Customer may not have more than one 800 telephone number terminating on the same local exchange telephone number.
- C. Opportunity 800 service is not available on payphone line service.
- D. Opportunity 800 service provides for termination of calls only.
- E. Opportunity 800 service calls must be dialed and completed without the assistance of a Brightspeed operator except when the facilities or conditions do not allow customer dial completion. Person-to-person, collect, conference, or other calls requiring operator handling, except as previously specified, are not included.
- F. An Opportunity 800 service call must originate and terminate within the same LATA.
- G. Opportunity 800 service can be provided to a customer by Brightspeed on a complementary basis with an interexchange carrier in order to furnish a statewide or national 800 service. The rates and charges for the 800 number(s) and intraLATA usage are billed as specified herein. All interLATA usage is subject to the rates and charges specified in the terms and conditions of the applicable interexchange carrier.
- H. Connection of Opportunity 800 service to other services is permitted on a switched basis only. No permanent connection between Opportunity 800 service and other services may be established.
- I. An Opportunity 800 service customer must subscribe to and make use of a sufficient number of exchange access lines so that use of the service does not interfere with another customer's service or proper operation of the public switched network.
- J. One primary directory listing will be provided to each Opportunity 800 service Customer without charge. Additional directory listing will be provided for Opportunity 800 service at the applicable rates specified by Brightspeed.

## 8. LOCAL TOLL SERVICE.

- 8.1 **Availability.** Local Toll Service is furnished for Dial Station-to-Station and operator handled intraLATA long distance calls originated in Brightspeed's exchanges and is available in connection with residence and business lines. Customers subscribing to Local Toll Service will be charged based on Peak/Off-Peak calling rates. Customers subscribing to Local Toll Service may not subscribe to any other Optional Calling Plan offered by Brightspeed.

## **8.2 Regulations.**

- A. Local Toll Service applies to all intraLATA DDD and operator handled long distance messages originated in Brightspeed's exchanges.
- B. The service will be ordered and billed on a per primary billing number (i.e., per account) basis. All applicable calls placed from lines associated with the same primary billing number will be included in the service.
- C. Message details are included in the charges specified below.
- D. The service is furnished for a minimum period of one month.
- E. Changes to and from Local Toll Services will be reflected on Customer's next bill date dependent upon the date this service is either subscribed to or discontinued from.
- F. Local Toll Service is not available to a customer who subscribes to any other Brightspeed-offered optional calling plan or for use with payphone line service.

## **8.3 Applicability.**

- A. All direct-dialed and operator handled intraLATA Message Telephone Service (MTS) originating calls in any of Brightspeed's exchanges during a billing period.
- B. The applicable discount amount is determined on the basis of intraLATA billed revenue to a single billing number.
- C. Surcharges associated with operator handled intraLATA toll traffic, are applicable.

## **9. BUSINESS LOCAL TOLL.**

**9.1 Availability.** Business Local Toll Service is furnished for Dial Station-to-Station intraLATA long distance calls originated in Brightspeed's exchanges and is available in connection with business and residence lines. Customers subscribing to Business Local Toll Service will be charged based on the commitment level and term plan they subscribe to. Customers subscribing to Business Local Toll Service may not subscribe to any other Optional Calling Plan offered by Brightspeed.

## **9.2 Regulations.**

- A. Business Local Toll Service applies to all intraLATA DDD long distance messages originated in Brightspeed's exchanges.
- B. The service will be ordered and billed on a per primary billing number (i.e., per account) basis. All applicable calls placed from lines associated with the same primary billing number will be included in the service.
- C. The service is furnished with two monthly minimum commitment levels: \$50 and \$200 a month. If the customer's in-service level falls below the commitment level, Brightspeed will bill the customer for the entire subscribed commitment level.
- D. The service is furnished with an option of three term periods: non-term (i.e., month-to-month), one year and two years. The minimum period for the non-term plan is one month. The minimum period for the one year plan is 12 months. The minimum period for the two year plan is 24 months. If a customer chooses to discontinue participation in the plan prior to the expiration of the one year or two year term periods, Brightspeed will assess Termination Liability charges. The assessed charges will be based on the number of months remaining in the term plan times the minimum monthly commitment level agreed to by the customer. Commission approval of the above termination liability language is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein.
- E. Changes to and from Local Toll Services will be reflected on Customer's next bill date dependent upon the date this service is either subscribed to or discontinued from.

- F. Business Local Toll Service is not available to a customer who subscribes to any other Company-offered optional calling plan or for use with payphone line service.

**9.3 Applicability.** The discounts offered under this Service apply to:

- A. All direct-dialed intraLATA Message Telephone (MTS) originating calls in any of Brightspeed's exchanges during a billing period.
- B. The applicable discount number is determined on the basis of intraLATA billed revenue to a single billing number.

**10. SIMPLY FIVE.**

**10.1 Availability.** Simply Five is an intrastate, intraLATA long distance service with rates which are non-distance sensitive. Simply Five is available only to Customer if Customer has Brightspeed as Customer's primary intraLATA long distance carrier. Simply Five is available for residence and business customers. Customers subscribing to Simply Five will be charged at the then-current rates. Simply Five is provided on a month-to-month basis and isn't available to Customer subscribing to any other Brightspeed-offered optional calling plan or for use with pay telephone services. Simply Five allows for a maximum monthly billed usage of 200, 500, or 2,000 minutes. Usage exceeding those amounts of minutes will be billed at the then-current local toll service or business toll service rates.

**10.2 Regulations.**

- A. Simply Five applies to all intrLATA 1+ direct distance dialing, station-to-station, long distance messages originating in Brightspeed's exchanges.
- B. The service will be ordered and billed on a per primary billing number (i.e., per account) basis. All applicable calls placed from lines associated with the same primary billing number will be included in the service.
- C. Message details are included in the service charges.