

Via E-FILE

March 2, 2010

Ms. Renee' Jenkins, Director of Administration
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215-0573

Re: CenturyTel of Ohio, Inc. d/b/a CenturyLink
Case No. 90-5010-TP-TRF
Case No. 10-252-TP-ATA

Dear Ms. Jenkins:

Enclosed for filing are revisions to CenturyTel of Ohio, Inc. d/b/a CenturyLink P.U.C.O. No. 12 General Customer Services Tariff. This filing should be processed as a thirty day filing, to become effective April 5, 2010. The following tariff sheets are enclosed:

Section 2 First Revised Sheet No. 62
 First Revised Sheet No. 63

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking. Bill messaging on this tariff change began February 8, 2010.

If you have any questions regarding this filing, please call me or Gary Baki at (614) 220-8629.

Sincerely,

/s/ Debra A. Levy

Debra A. Levy

Enclosures

cc: Gary Baki
Vickie Norris

OH 10-03 Letter

Debra A. Levy
Tariff Analyst II
Debra.Levy@CenturyLink.com
Voice: (913) 345-7571
Fax: (913) 345-6756

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of CenturyTel of Ohio, Inc.)
d/b/a CenturyLink to add language to the General)
Regulations.)

TRF Docket No. **90-5010-TP-TRF**

Case No. **10-252-TP-ATA**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) CenturyTel of Ohio, Inc.

DBA(s) of Registrant(s) CenturyLink

Address of Registrant(s) 100 CenturyLink Drive, Monroe, LA 71201

Company Web Address www.about.centurylink.com/tariffs

Regulatory Contact Person(s) Gary Baki

Phone 614-220-8629

Fax 614-224-3902

Regulatory Contact Person's Email Address gary.s.baki@centurylink.com

Contact Person for Annual Report Mike Mohr

Phone 913-345-7635

Address (if different from above) 5454 West 110th Street, Overland Park, KS 66211

Consumer Contact Information Donna Powell

Phone 866-883-7206

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input checked="" type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input checked="" type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to [4901:1-7](#)), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-14 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, CenturyLink, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) March 2, 2010 at (Location) Overland Park, KS 66211

*(Signature and Title) /s/ Debra A. Levy, Tariff Analyst II (Date) 03-02-10

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Debra A. Levy verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Debra A. Levy, Tariff Analyst II (Date) March 2, 2010

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A
GENERAL CUSTOMER SERVICES TARIFF
P.U.C.O. No. 12

CenturyTel of Ohio, Inc.

SECTION 2
Original Sheet No. 62

GENERAL REGULATIONS

2.5 Customer Relations (Continued)

2.5.6 Allowance for Temporary Denial

When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied for the entire period of denial except that in cases where service is restored on or before the day following denial, no allowance will be made.

2.5.7 Multiple Copies of Bills

Normally the Telephone Company provides one bill per customer account each month. Where the customer requests additional copies of the bill the Company will provide them at a cost of \$1.25 per bill copy.

2.5.8 Establishment of Credit

The company will require the applicant to satisfactorily establish financial responsibility by meeting the criteria in 4901:1-17 O.A.C. When deposits are required, the Company will apply them based on the "individual service history method". This method involves calculating the amount of the deposit based on the known or estimated service history of the individual who is being assessed a deposit.

Issued: April 2, 2008

By: Duane Ring, Vice President
CenturyTel of Ohio, Inc.

Effective: April 2, 2008

EXHIBIT A
GENERAL CUSTOMER SERVICES TARIFF
P.U.C.O. No. 12

CenturyTel of Ohio, Inc.

SECTION 2
Original Sheet No. 63

GENERAL REGULATIONS

2.6 Liability of Company

2.6.1 Service Irregularities

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delay, errors or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer or of the company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate charge to the customer period of service during which such service irregularities occur.
- b. When facilities of others are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of others furnishing such facilities.
- c. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in a. above will be allowed for the entire period surrendered.

2.6.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.6.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless (including cost and reasonable attorney's fees) by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by the Company with, or using the facilities in connection with, apparatus and systems of the customer and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

2.6.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment or removal of the instruments, apparatus and associated wiring furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

Issued: April 2, 2008

By: Duane Ring, Vice President
CenturyTel of Ohio, Inc.

Effective: April 2, 2008

EXHIBIT B

GENERAL CUSTOMER SERVICES TARIFF
P.U.C.O. No. 12

CenturyTel of Ohio, Inc.
d/b/a CenturyLink

SECTION 2
First Revised Sheet No. 62
Cancels Original Sheet No. 62

GENERAL REGULATIONS

2.5 Customer Relations (Continued)

2.5.6 Allowance for Temporary Denial

When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied for the entire period of denial except that in cases where service is restored on or before the day following denial, no allowance will be made.

2.5.7 Multiple Copies of Bills

Normally the Telephone Company provides one bill per customer account each month. Where the customer requests additional copies of the bill the Company will provide them at a cost of \$1.25 per bill copy.

2.5.8 Establishment of Credit

The company will require the applicant to satisfactorily establish financial responsibility by meeting the criteria in 4901:1-17 O.A.C. When deposits are required, the Company will apply them based on the "individual service history method". This method involves calculating the amount of the deposit based on the known or estimated service history of the individual who is being assessed a deposit.

2.6 Liability of Company

2.6.1 Service Irregularities

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delay, errors or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer or of the company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate charge to the customer period of service during which such service irregularities occur.
- b. When facilities of others are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of others furnishing such facilities.
- c. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in a. above will be allowed for the entire period surrendered.

(M) Material now appearing on this sheet was previously found on Original Sheet No. 63.

GENERAL CUSTOMER SERVICES TARIFF
P.U.C.O. No. 12

CenturyTel of Ohio, Inc.
d/b/a CenturyLink

SECTION 2
First Revised Sheet No. 63
Cancels Original Sheet No. 63

GENERAL REGULATIONS

2.6 Liability of Company **(Cont'd)**

(T)

2.6.1 Service Irregularities **(Cont'd)**

(T)

- d. **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 equipment, 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. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.**

(N)(M)

(N)(M)

2.6.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.6.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless (including cost and reasonable attorney's fees) by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by the Company with, or using the facilities in connection with, apparatus and systems of the customer and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

2.6.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment or removal of the instruments, apparatus and associated wiring furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

(M) Material previously found on this sheet now appears on First Revised Sheet No. 62.

EXHIBIT C

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking.

EXHIBIT D

CUSTOMER NOTICE AFFIDAVIT

STATE OF: KANSAS

SS:

COUNTY OF: JOHNSON

AFFIDAVIT

I, Debra A. Levy, am an authorized agent of the applicant corporation, CenturyLink, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to customers via bill message beginning on February 8, 2010, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 2, 2010, Overland Park, KS 66211

(Date)

(Location)

Debra A. Levy, Senior Analyst # 3/2/10
(Signature and Title) (Date)

Subscribed and sworn to before me this 2nd day of March, 2010.

(Date)

Linda K. Joseph

Notary Public

My Commission Expires: October 19, 2010



OHIO BILL MESSAGE

CenturyLink has proposed tariff revisions effective April 5, 2010, to clarify that CenturyLink is not responsible for unauthorized access, alteration, theft or destruction of a customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink network facilities or customer premise equipment. This clarification of CenturyLink's limitation of liability does not affect the CenturyLink services provided to you. If you have any questions about this change or other CenturyLink services, please contact us at the number listed at the top of this page.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/2/2010 5:11:37 PM

in

Case No(s). 90-5010-TP-TRF

Summary: Tariff Filing to add language to the General Regulations. electronically filed by Ms. Debra A Levy on behalf of CenturyTel of Ohio, Inc. d/b/a CenturyLink