
2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Disconnection or Refusal of Service

2. With Notice (Cont'd)

- b. In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.
- c. For violation of or noncompliance with the Company's rules on file with the Iowa Utilities Board, the requirements of municipal ordinances or a law pertaining to the service.
- d. For failure of the customer or prospective customer to furnish service equipment, permits, certificates rights of way specified to be furnished in the Company's rules filed with the Iowa Utilities Board as conditions for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Iowa Utilities Board.
- e. For failure of the customer to permit the Company reasonable access to its equipment.
- f. The use of foul or profane language.
- g. The impersonation of any other person with fraudulent intent.
- h. Listening in on party line conversations.
- i. Inequitable proportionate use of party line service as specified in 2.2.1, preceding.
- j. Upon use of the service for the purpose of performing any service which would duplicate the service which the Company may now or hereafter furnish.
- k. When the instrument will be, or is, readily accessible and available for use by others not authorized as specified in 2.2.1.B., preceding.
- l. In the event of unauthorized attachments as specified in 2.5.2.D., following.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Disconnection or Refusal of Service

2. With Notice (Cont'd)

- m. In the event the service is or will be used for unlawful purposes. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.
 - n. Any other violation of the conditions governing the furnishing of service.
 - o. For construction of inside wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than the exchange which would normally serve the customer. Customers subscribing to Adjacent Exchange or Foreign Exchange Service as provided elsewhere in this Catalog are excluded. Inside wiring used to obtain local exchange service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification.
- 3. Unless stated otherwise above, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information.
 - 4. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the five day notice.
 - 5. Except as provided in 1. above, or in unusual credit circumstances or abnormal usage of service, no service will be disconnected on the day preceding or day on which the Company's Business Office or agent is closed. Nor will service be disconnected on a weekend, holiday or after 2 p.m. unless service can be reconnected the same day.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Disconnection or Refusal of Service (Cont'd)

6. Medical Emergency

The Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of 30 days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five days.

B. Restoral of Service

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in this Catalog.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.10 SUSPENSION AND RESTORAL OF SERVICE

A. General

1. Any class of exchange telephone service may be suspended temporarily as provided hereinafter.
2. If a customer's service is completely suspended, no outward nor inward service is furnished during the period of suspension. If specifically requested by the customer, incoming calls will be intercepted by the Company and the calling party will be informed of the telephone number designated by the customer where the call can be received.
3. Full service rates apply for any class of main line and supplemental service suspended within the initial service period, except for Private Branch Exchange (PBX) and Centrex services which are covered in Paragraph 5.
4. A customer to more than one main line service located on the same premises with consecutive call number or separate call number service may have such additional central office line or lines, including supplemental service associated solely with such lines, suspended.
5. Customers to PBX or Centrex Service may have their service suspended by requesting that certain lines be disconnected for service for temporary periods. These services may be suspended during their initial service period.

Full service rates also apply for one month following installation of Centrex systems before suspension of service rates would be applicable for service completely or partially suspended.

6. Customers to *CENTRON* Service may have their service suspended by requesting that the Network Access Registers be disconnected for service for temporary periods. Full service rates also apply for one month following installation of the Network Access Registers before suspension of service rates would be applicable.
7. Supplemental service associated with main line service is suspended only when the associated main line service is suspended.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.10 SUSPENSION AND RESTORAL OF SERVICE

A. General (Cont'd)

8. If the service has been restored less than one month, there will be an additional charge of one month's service at the full rate before the service can again be suspended.

B. Rates and Charges

Charges determined in accordance with the following apply for suspension of service at the customer's request, plus the appropriate Service Charges as specified elsewhere in this Catalog.

1. Main Line Service - Business or Residence

- a. The full service rate will apply for any period of suspension of less than one month.
- b. For periods of suspension of one month or more, the reduction in charges is equal to 50 percent of the regular monthly exchange service charge for each item of service for the period of suspension. This reduction does not apply to *STAND-BY* Line Service.
- c. If the computed rate includes a fractional part of a cent, the rate to be charged is obtained by raising or lowering the computed rate to the nearest cent. If the fractional part is one half of a cent, the next higher cent is to be applied.

2. PBX Service - Centrex Service - *CENTRON* Service

a. Complete or Partial Suspension

- (1) Temporary suspension is permitted for any period of one month or more.
- (2) The reduced charge is applicable only to the service which is actually suspended.
- (3) The monthly charge for service temporarily suspended is equal to 50 percent of the regular exchange service rate for each item of service and facilities suspended computed to the nearest cent. A fraction of one-half of a cent is raised to the next higher cent.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.11 SPECIAL ARRANGEMENTS

- A. The arrangements utilized in the furnishing of the services and facilities provided at the rates specified in this Catalog is of the type, size, finish and wiring regularly manufactured for this purpose.
- B. For special arrangements not specifically covered in this Catalog, charges equivalent to the estimated costs, defined in 2.2.1, preceding, of furnishing such arrangements apply.

2.2.14 TERMINATION OF SERVICE

A. Initial Service Periods

- 1. The initial service period for service and facilities is one month except as specified in other sections of the Catalog.
- 2. The initial service periods for service and facilities of any class may be greater than those specified above when facilities are not available and the customer's location or the character or quantity of the service or facilities requested are such that, upon termination of the customer's use thereof, they are not likely to be useful as a part of a properly designed telephone distribution system serving telephone users in or beyond the customer's location. The initial service period for service and facilities furnished under such conditions and the termination charge applicable when such service is terminated prior to the expiration of the initial service period will be based upon the circumstances in each case.
- 3. Service changed within the initial service period from one class or grade of main line service to another is not considered as a termination of service. Each service is billed for its proportion of the initial period.
- 4. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished plus the termination charges as specified in other sections of this Catalog. In the case of service for which the initial period is one month, the charges due are for the balance of the month. For residential services only, unless otherwise specified in the service-specific Catalog, partial removals of services will not result in an initial service period billing for the removed services, with the exception of Local Exchange Services and Message Telecommunications Services.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.14 TERMINATION OF SERVICE

A. Initial Service Periods (Cont'd)

5. Service which has continued beyond the initial service period may be terminated without charge except payment of all charges due for service which has been furnished.

B. Termination Liability/Waiver Policy

Services provided via service agreements may be subject to the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy in their respective section of this Catalog.

1. Definitions

Minimum Billing Level

When services are provided under a service agreement, a Minimum Billing Level will be established for use in calculating discontinuance charges. The Minimum Billing Level is 100% of the total monthly rates for the service provided under the customer's service agreement, unless otherwise specified.

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2. Complete Disconnect

If the customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply, unless the customer satisfies the conditions specified in the Waiver Policy. The termination charge is 100% of the rates for the Minimum Service Period, if applicable, plus the Minimum Billing Level multiplied by the termination liability percentage^[1] specified in the service agreement, for the remaining term of the agreement.

[1] Service agreements which were in effect prior to 12-3-97, will retain 15% termination liability for the duration of the existing service agreement.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.14 TERMINATION OF SERVICE

B. Termination Liability/Waiver Policy

2. Complete Disconnect (Cont'd)

- For example, if the customer discontinues service after 17 months of a 3-year (36 month) agreement, the termination charge will be the Minimum Billing Level for the service, multiplied by the termination liability percentage, multiplied by 19 months.
- If the customer discontinues service after 6 months of a 3-year (36 month) agreement, with a 1-year (12 months) Minimum Service Period, the Termination Charge will be 100% of the Minimum Billing Level for the remaining 6 months of the Minimum Service Period, plus the Minimum Billing Level multiplied by the termination liability percentage, multiplied by 24 months.

3. Partial Disconnect

If the customer discontinues a portion of their service, and that causes the customer's monthly billing level to fall below the Minimum Billing Level of the agreement, a termination charge will apply to the portion of the service agreement that is below the Minimum Billing Level.

4. Waiver Policy

A termination charge will be waived when the customer discontinues their contracted service(s), provided all of the following conditions are met:

- The customer signs a new service agreement for any other Company provided service(s);
- Both the existing and the new service(s) are provided solely by the Company;
- The order to discontinue the existing service(s) and the order to establish the new service(s) are received by the Company at the same time;
- The new service(s) installation must be completed within 30 calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;
- The total value of the new service agreement(s), excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 115% of the remaining value of the existing agreement(s);

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.14 TERMINATION OF SERVICE

B. Termination Liability/Waiver Policy

4. Waiver Policy (Cont'd)

- A new minimum service period goes into effect when the new service agreement term begins;
- The customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. These charges cannot be included as part of the new service agreement;
- All applicable nonrecurring charges will be assessed for the new contracted service(s).

2.2.15 COMPLAINTS

- A. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
- B. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to:

Supervisor-Customer Complaints
Qwest Corporation
925 High
Des Moines, Iowa 50309

Upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to:

Customer Service
Iowa Utilities Board
350 Maple Street
Des Moines, Iowa 50319-0069

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE

2.3.2 PAYMENT OF BILLS

A. Payments

1. The rates specified in this Catalog are monthly rates and are payable monthly in advance, except as otherwise provided.
2. Customer payments are considered prompt when received at the Company or its agent by the pay-by-date on the bill. The pay-by-date is 20 days after the bill is rendered.
3. Residential customers may request a last date for timely payment later than the pay-by-date. Such requests must be made in writing and may be granted for good cause.
4. The Company may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the pay-by-date.
5. The customer is held responsible for all charges for exchange service and facilities furnished at the customer's request and for all toll service furnished, including charges for toll messages received on which the charges had been reversed. Failure to receive a bill does not exempt the customer from prompt payment of the account.
6. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with the customer's usage or that of the customer's users as provided elsewhere in this Catalog.

B. Rendering of Bills

Regular customer bills are issued monthly, except upon mutual agreement of the customer and the Company. They contain the bill date and the bill due date for local exchange services, service charges and other telecommunications services. Bills shall be rendered regularly and shall contain a clear listing of all charges.

(C)
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(C)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE

2.3.2 PAYMENT OF BILLS (CONT'D)

C. Partial Month Billing

Except as provided elsewhere in this Catalog, the charge for local service and equipment for a fractional part of a billing period is a pro rata share of the charges for a full billing period as specified in this Catalog. If the prorating indicates a refund is due, the refund is applied as a bill credit.

D. Late Payment Charge

1. A Late Payment Charge shall not exceed 1.5% per month of the past-due amount.
2. The Late Payment Charge of 1 1/2% applies to all past-due amounts billed on customers' bills and remaining unpaid at the time the next bill is prepared. The unpaid balance must be greater than \$15.00.
3. Collection procedures and the requirement for a deposit are unaffected by the application of a Late Payment Charge.
4. The Late Payment Charge does not apply to final bills, one-time miscellaneous bills, bills rendered or mailed late, or first month's bills for a telephone number change.

In addition, it does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the Late Payment Charge if unpaid and carried forward to the next bill.

5. The Late Payment Charge will be waived on the first occurrence during a calendar year and will be so indicated on the customer's bills.
6. Where this Catalog and the Federal or Iowa Statutes or Administrative Code relating to government accounts conflict, the applicable Federal or Iowa Statutes or Administrative Code shall apply for government accounts.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE

2.3.2 PAYMENT OF BILLS (CONT'D)

E. Disputed Bills

1. In the event of a dispute concerning the bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill.
 - a. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in the Company's Catalog and/or Tariff, shall continue and for not less than 45 days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.
 - b. The 45 days may be extended by up to 60 days if requested of the utility by the Iowa Utilities Board in the event the customer files a written complaint with the Iowa Utilities Board.

F. Returned Payment Charge

A returned payment charge is applicable for each occasion that a check, bank draft, or an electronic funds transfer item is returned unpaid to the Company.

	NONRECURRING CHARGE
• Per occasion	\$25.00

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(M) Material moved to Page 32.1.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE

2.3.2 PAYMENT OF BILLS (CONT'D)

G. Duplicate Bill Charge

In the event a customer requests a reprint of a monthly bill that is greater than six months old, a duplicate bill charge may apply.

	USOC	CHARGE	
• Residence, per account			(M) (M1)
- Reprint on paper, per bill	OBMDC	\$ 5.00	(C)
- Reprint on CD-ROM[1]	OBMDE	15.00	(N)
- Online Self Service Access[2]	OBMDH	10.00	(T)(M1)
• Business, per account			(N)
- Reprint on paper, per bill	OBMDC	5.00	(C-M1)
- Reprint on CD-ROM[1]	OBMDD	25.00	(N)
- Online Self Service Access[2]	OBMDG	20.00	(N)

[1] Charge applies for any 12 months of bills and/or partial 12 months of bills per request for bills dated March 2003, through September 2006. For example, the charge assessed for a single request of 16 months of duplicate bills provided via CD-ROM would be \$30.00 for a residence customer and \$50.00 for a business customer. The CD-ROM option will be available February 19, 2007 through October 1, 2007.

[2] Bills from March 2003, through September 2006, will be available via On-line Self Service Access to current customers from January 22, 2007, through October 1, 2007, only.

(M) Material moved to Page 32.2.

(M1) Material moved from Page 32.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE (CONT'D)

2.3.3 ADVANCE PAYMENTS

(M)

- A. Applicants for telephone service who are required to make a deposit may be required to pay in advance of installation the service connection, installation and/or construction charges.
- B. Existing customers who apply for additional service or changes in their existing service may be required to make advance payments, as described above, if, in the judgment of the Company, their credit is unsatisfactory.

(M) Material moved from Page 32.1

NOTICE
THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE (CONT'D)

2.3.4 DEPOSITS

A. Deposit Requirements

1. The Company may require from any customer or prospective customer a deposit to be held as a guarantee of the payment of charges. Any applicant who has not previously had telephone service and established a prompt payment record may be required to pay a deposit. The Company will consider objective information pertaining to credit worthiness.
2. An existing customer may be required to make a deposit or to increase a deposit presently held in cases where a deposit is inadequate to cover two months' local exchange service and two months' toll service or where toll usage is abnormal or where the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written or verbal notification. (C)
3. For customers with at least six consecutive months of service, abnormal usage of regulated toll service is at least a 25% increase in monthly regulated toll charges which amounts to at least twenty dollars. To determine the increase, comparison shall be to the customer's average monthly regulated toll during not less than the prior three months.
4. For customers with less than six consecutive months of service, abnormal usage of regulated toll service is when one month's regulated toll charges exceeds the deposit attributable to regulated toll by at least 25% and this excess amounts to at least twenty dollars.
5. A deposit may be payable electronically or by cash or check at any Company business office or authorized agent. (C)
6. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.
7. An appropriate receipt of deposit will be furnished to each customer from whom a deposit is received. (C)
(C)
(D)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE

2.3.4 DEPOSITS

A. Deposit Requirements (Cont'd)

8. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to the prompt payment of bills.
9. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment or 11 timely payments and one late payment unless the Company has documented information which indicates the deposit is necessary to insure payment.
10. At such time as the service is terminated, the amount of the deposit is credited to the customer's account and any credit balance is refunded.

B. Calculation of Deposit

The amount of the deposit shall not be more than the total of two months' local and two months' toll service. The amount of toll service may be estimated from: past toll usage, customer estimated anticipated usage or state average toll usage considering residence or business grades of service. The amount of deposit may exceed this total when the provision of service is for short periods of time or special occasions. (C)

C. Interest on Deposits

Interest shall be paid at 4.0% per annum, compounded annually for the period during which the deposit is held. (C)

D. Deposit Alternative

1. Residential customers and Lifeline customers may choose to subscribe to an individual exchange access line for local calling in lieu of a deposit for a full service arrangement. The access line is equipped with Toll Restriction (also known as Toll Blocking) and Billed Number Screening. Toll Restriction (also known as Toll Blocking) will be provided at no charge to Lifeline customers.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE

2.3.4 DEPOSITS

D. Deposit Alternative (Cont'd)

2. Service applicants may choose to subscribe to the Direct Payment Alternative (DPA). This deposit option requires an automatic payment from a valid credit card for total monthly billed charges. The customer must remain on DPA until credit is established or a deposit is paid.

Toll Restriction may also be used as an alternative for customers who no longer qualify to participate in DPA, as in the case of a declined credit card.

- a. The customer may revert to standard payment arrangements when satisfactory credit has been established on the service account or a deposit is paid.
- b. Regulations, terms, conditions, rates and charges as described elsewhere in this Catalog apply as appropriate.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE (CONT'D)

2.3.5 ADJUSTMENT OF CHARGES

- A. The Company shall make all reasonable efforts to prevent out of service conditions. Out of service is defined as:
1. The customer has lost the ability to either originate or receive calls from a premises or location such as a residence, place of business or office location, or
 2. A central office line or PBX trunk cannot be used to either originate or receive calls.
- B. In the event of an out of service condition, which is not due to the negligence or willful act of the customer, a pro rata adjustment will be made of any fixed monthly or annual charges for the service, and facilities affected by said out of service conditions as follows:
1. When the out of service period extends beyond 24 hours (except where specifically stated otherwise for a particular item), the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage from the time it is reported to or detected by the Company.

If, in the judgment of the Company, circumstances prevent a customer from notifying the Company of an outage of service, the requirement for notification to or detection by the Company may be waived. If known by the Company, the period adjusted will begin with the time at which the out of service occurred. In all other cases, this period will be considered to have begun at the time the customer first became aware of the service outage.

2. When an out of service condition, reported to the Company, continues for a period less than 24 hours, adjustments for such outages will be made, if in the opinion of the Company, circumstances so warrant.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENTS FOR SERVICE (CONT'D)

2.3.7 INDIVIDUAL CASE BASIS

The Company may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered to its large multi-state business customers by competitors.

2.3.8 RESERVED FOR FUTURE USE

(C)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIMITATIONS OF LIABILITY

2.4.1 LIMITATIONS

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.
- B. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- C. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, caused by customer provided equipment.
- D. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities, apparatus, and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

- E. Outgoing and Incoming Service Privileges

The Catalogs of the Company govern and fix the outgoing service of a customer and in no manner guarantee the customer the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF PARTIES

2.5.1 COMPANY RESPONSIBILITY

A. Maintenance and Repair

1. The Company undertakes to maintain and repair the facilities which it furnishes to customers. It is contemplated that all work on customers' premises can be performed during regular working hours.
2. The Company does not guarantee the depth of the facilities to a customer's premises. The facilities will be at a depth sufficient to protect the cable from injury or damage imposed by expected surface usage. For purposes of this rule, expected surface usage includes such activities as gardening, power raking, lawn aerating, sod removal, and lawn mowing. Expected surface usage does not include such activities as planting of trees and/or shrubs, placing fence posts, digging footings, placing drainage tile, and excavating for swimming pools. Where the customer is performing activities on the premises which could cause damage to our buried facilities, the customer shall contact the Company for location of the facilities to avoid damage. When a customer does not request a location of the facilities and causes damage to Company facilities while performing other than expected surface usage activities, the customer will be held responsible for the damages.

2.5.2 CUSTOMER RESPONSIBILITY

A. Maintenance and Repair

1. If a customer requests that work be performed during hours which result in overtime or premium rates of pay, a charge will apply in addition to other rates and charges which may be applicable, equal to the amount of overtime or premium time payments.
2. It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF PARTIES

2.5.2 CUSTOMER RESPONSIBILITY

A. Maintenance and Repair (Cont'd)

3. A Service Test is an examination, test or other method utilized to determine the condition of customer premises equipment and inside station wiring, and no trip to the customer premises is required. In the event a Service Test is not sufficient to determine the condition of customer premises equipment and inside station wiring and a trip to the customer's premises is required, a maintenance of service charge, as found elsewhere in this Catalog, may apply. The Company shall not be liable to the customer or other parties for claims arising out of the mistakes, omissions, or errors in performing a service test.

B. Protection of Construction

The customer shall protect the construction of the Company used to render the service against other users of the property when, in the judgment of the Company, such other uses would impair its services or constitute a hazard to its property or to the safety of its employees.

C. Lost and Damaged Equipment

The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer. The customer may not rearrange, disconnect, remove, or attempt to repair, nor permit others to rearrange, disconnect, remove or attempt to repair any facilities installed by the Company except upon the written consent of the Company.

D. Unauthorized Attachments or Connections

No apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Catalog. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachment or connection; or to terminate the service.