

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

B.6. (Cont'd)

The customer shall update the EICT PIU factor via a jurisdictional report as set forth in C., following. If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report and follow the steps as set forth in C., following. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be fifty percent (50%) until a revised PIU factor is provided via a jurisdictional report. Upon receipt of the customer's report, the Company will begin using the interstate percentage as set forth in C., following.

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7. 700, 800 and 900 Access Service

Upon ordering 700, 800 or 900 Access Service, the customer shall provide the Company a projected PIU factor in a whole number (i.e., a number 0 - 100) for the amount of traffic that the customer may originate for each LATA. The projected PIU factor is used by the Company until a revised report is received as set forth in C., following.

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C. Jurisdictional Reports

1. Percent Interstate Use (PIU) Factor

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Except where Company measured access minutes are used as set forth in B.2., preceding, the customer-provided PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines.

- a. The customer may update the PIU factor via a Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months' of data, ending no more than seventy-five (75) days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised PIU report.

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(M) Material moved from Page 20.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

C.1. (Cont'd)

- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated. (T-M)
- c. The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve (12) month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e.g., originating, terminating, 8XX, 900, etc.) and service type. (T)
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- d. The Company may request the actual call detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual call detail records will be used to statistically substantiate the interstate percentage provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i.e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year. (T)
- e. If quarterly reports are not supplied by the customer, the following steps will be taken by the Company: (T)
 - (1) If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be the same as those provided in the order for service as set forth in B., preceding. In any case, the Company reserves the right to request actual call detail supporting the customer's reported PIU, as specified preceding. (T)
 - (2) If a quarterly report has never been received from the customer, and the customer failed to report a PIU in the order for service, the Company will designate a fifty percent (50%) interstate percentage beginning with the next billing period. This interstate percentage will be applied until a quarterly PIU report is submitted. (T)
 - (3) The Company will provide annual reports to the Commission on March 1st showing the interstate percentage reported to the Company over the previous calendar year by Switched Access Service customers. (T)

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

C. Jurisdictional Reports (Cont'd)

2. Percent Other Message (POM) Factor

The customer-provided POM factor will apply to CCSAC ISUP Call Set-up requests only, and will be used until the customer reports a different projected POM factor based on the following guidelines:

- a. The customer may update the POM factor via jurisdictional report on a quarterly basis. The customer shall report the POM factor for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the POM factor for the most current data available. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than seventy-five (75) days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated POM factor shall be based on actual records, defined as either call detail records, call message counts (including incomplete attempts) or signaling message records. The POM factor may be based on a statistically valid sample. The POM factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised POM report. If the customer requests the Company to provide data, per the terms of Section 2.3.10.B.6, preceding, the data provided by the Company will comply with the terms of this section.
- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the POM percentage that was in effect at the time the usage was generated.
- c. The customer shall maintain and retain the work papers that show how the POM was determined and a summary derived from the actual records for a minimum twelve (12) month period which statistically substantiates each POM provided to the Company. This summary at a minimum shall include month, year and state. If the customer requests the Company to provide data, per the terms of Section 2.3.10.B.B, preceding, the Company will comply with the terms of this Section with respect to the data it provides.

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2. GENERAL REGULATIONS**2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

C.2 (Cont'd)

- d. The Company may request the data used to develop the POM, or a statistically valid sample of such data, on a prospective basis, not to exceed a consecutive three-month period. The data will be used to statistically substantiate the POM provided to the Company and the process by which it is developed. Such data shall consist of call or message information of sufficient detail to substantiate the jurisdictional factors provided by the customer. If the Company has provided data, as requested by the customer per the terms of Section 2.3.20.B.6, preceding, this data will not be part of the request and is not the responsibility of the customer. In addition, the customer may request more detailed data used to develop the summary data provided by the Company or a statistically valid sample of such data, on a prospective basis, not to exceed a consecutive three month period. In response to this request the Company will provide data by trunk group.
- e. Except as provided in Section 2.3.10.B.6 where the Company fails to provide requested data, if a quarterly report has never been received from the customer, and the customer failed to report a POM in the order for service, the Company will designate a zero percent (0%) POM beginning with the next billing period. This POM will be applied until a quarterly POM report is submitted.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)

D. Jurisdictional Report Disputes and Auditing Procedures

If a billing dispute arises concerning the projected interstate percentage the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in 1. and 2., following.

1. Switched Access Services

- a. If the Company questions the information provided by the customer in C., preceding, the Company will send a letter to the customer (by certified U. S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.
- b. If no response is received from the customer, the Company will send a letter to the customer (by certified U. S. Mail, return receipt requested) requesting the work papers and summary as described in C., preceding, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the customer submits the work papers and summary as requested in b., the Company will review this information within thirty (30) days after receipt of the customer's information.
- d. If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.
- e. If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in g., following.
- f. If no response is received from the customer, the Company will begin the auditing procedures as set forth in g., following, and notify the Commission.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

D.1. (Cont'd)

- g. When the jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
 - If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
 - The customer may select an independent CPA auditing firm and pay all audit expenses.
 - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.

- h. The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to C., preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

D. Jurisdictional Report Disputes and Auditing Procedures (Cont'd)

2. Access Service Billing

For Access Service Billing (as described in 13.3.6), the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage if a billing dispute arises or the Commission questions the customer provided interstate percentage. The customer shall supply the data within 30 days of the Company request. The customer shall keep records of system design and functions for which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

3. Jurisdictional Report Proprietary Information

The data the customer provides to the Company to support their interstate percentage is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

4. Contested Audits

When a jurisdictional audit is conducted by the Company or an independent Certified Public Accountant (CPA) auditing firm selected by the Company, the audit results will be furnished to the customer by certified U. S. Mail (return receipt requested). The customer may contest the audit results by providing written notification (by certified U. S. Mail, return receipt requested), to the Company within fifteen (15) calendar days from the date the audit report is furnished to the customer by certified U. S. Mail (return receipt requested). When a jurisdictional audit is conducted by an independent Certified Public Accountant (CPA) auditing firm selected by the customer, the audit results will be furnished to the Company by certified U. S. Mail (return receipt requested). The Company may contest the audit results by providing written notification (by certified U. S. Mail, return receipt requested), to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Company by certified U. S. Mail (return receipt requested).

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

D.4. (Cont'd)

Contested audits will be resolved by the Company and the customer within thirty (30) days of written notification, or a neutral arbitrator will be mutually agreed upon by the Company and the customer. During the initial thirty (30) day resolution period, the Company and the customer will review the audit process and the data used to calculate the PIU factor, in an attempt to resolve the dispute. Should the Company and the customer resolve the dispute on the PIU factor, a neutral arbitrator would not be warranted.

Contested audits will be resolved by a neutral arbitrator mutually agreed upon by the Company and the customer. The arbitration hearing will be conducted in Denver, Colorado or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding, including the decision rendered, shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to the Uniform Arbitration Act, as adopted in that state.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU factor which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU factor of either party or may adopt a PIU factor different from those proposed by the parties.

If the arbitrator adopts a PIU factor proposed by one of the parties, the other party (whose PIU factor was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor higher than the PIU factor proposed by both parties, then the party proposing the lower PIU factor shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor lower than the PIU factor proposed by both parties, then the party proposing the higher PIU factor shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor which falls between the two factors proposed by the parties, then the parties shall each pay one-half of the arbitration costs.

Absent written notification, within the timeframe as set forth preceding, audit results cannot be contested and the Company will adjust the customer's PIU factor based upon the audit results as set forth in C., preceding.

E. Application of PIU

When the Access Service is not available in the intrastate jurisdiction, the PIU factor must be 100%.

Qwest Corporation
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State of Minnesota
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**ACCESS SERVICE
TARIFF**

SECTION 2
Page 27
Release 1
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RESERVED FOR FUTURE USE

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.11 DETERMINATION OF JURISDICTION FOR MIXED INTERSTATE AND INTRASTATE ACCESS SERVICE BILLING

- A. When an Access Service Bill (as described in 13.3.6) contains both interstate and intrastate billing, the jurisdiction will be determined as follows:
1. If the customer's estimate of the interstate charges on the bill constitutes more than ten percent of the total charges on that bill, the bill will be provided in accordance with the applicable rules and regulations of the F.C.C. No. 1 Tariff.
 2. If the customer's estimate of the interstate charges on the bill constitutes ten percent or less of the total charges on that bill, the bill will be provided in accordance with the appropriate rules and regulations specified in this Tariff.

2.3.12 DETERMINATION OF INTRASTATE CHARGES FOR MIXED INTERSTATE AND INTRASTATE ACCESS SERVICE

A. PIU

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When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate for all Access Service and Access Service Billing. The PIU factors provided in the reports as set forth in 2.3.10, preceding, will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

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1. For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element. In the event that the customer has provided a separate percent interstate use for terminating access for FGD, the projected PIU factor for originating access minutes of use will be used to determine the apportionment of charges.
2. For usage-sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

The PIU factor will change as revised usage reports are submitted as set forth in 2.3.10, preceding.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.12 DETERMINATION OF INTRASTATE CHARGES FOR MIXED INTERSTATE AND INTRASTATE ACCESS SERVICE (CONT'D)

B. CCSAC PIU and POM

The CCSAC PIU and POM reports as set forth in 2.3.10, preceding, will serve as the basis for prorating the charges. The percentage of a CCSAC rate element to be charged as intrastate is applied in the following manner:

1. For the following chargeable rate elements: CCSAC Entrance Facility, Direct Link Transport, CCS Links, STP Port, Multiplexing, TCAP message charges, and all nonrecurring charges; multiply one hundred percent minus the CCSAC PIU times the quantity of chargeable elements times the stated Tariff rate per element.
2. For chargeable rate elements associated with ISUP Call Set-up requests, multiply the percent intrastate use (100 minus the sum of the CCSAC PIU plus the CCSAC POM) times the actual use times the stated Tariff rate.

The CCSAC PIU and POM factors will change as revised declarations are submitted as set forth in 2.3.10, preceding.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.13 CUSTOMER OF RECORD FOR SWITCHED ACCESS SERVICE ASSOCIATED WITH SWITCHED TRANSPORT COLLOCATION

The customer of record for Switched Access Service and the customer of record for EI Service may be different. The customer of record is determined as set forth following:

- If the interexchange carrier uses an interconnector's services, the interconnector may order Switched Access Service and EI Service in its own name in which case the interconnector will be the customer of record for both services.
- If the interconnector orders Switched Access Service as an agent for the interexchange carrier, the interexchange carrier will be the Switched Access Service customer of record for the Switched Access Services[1] and the interconnector will be the EI Service customer of record.
- If the interexchange carrier orders the Switched Access Service directly, the interexchange carrier will be the Switched Access Service customer of record[1] and the interconnector will be the EI Service customer of record.
- If the interconnector designates a different customer of record for the EICT[1], the designated EICT[1] customer of record must provide the Company with a letter of authorization (LOA). The EICT[1] will be ordered and billed in its entirety to the designated customer of record. The Switched Access Service connected to the EICT[1] may be ordered and billed to either the Switched Access Service customer of record, the designated EICT[1] customer of record or the EI Service customer of record.

[1] When a Section 6 CO multiplexing optional feature connects to an EICT, the multiplexing option is billed in its entirety to the customer of record for the EICT (i.e., the EI Service customer of record or the designated EICT customer of record).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

- A. The Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Company or does not have established credit to make a deposit, prior to or at any time after the provision of a service to the customer, to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. 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. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive interest at the same percentage rate as that set forth in B.3.b.(1) or in B.3.b.(2), whichever is lower. The rate will be compounded daily for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.
- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

B. (Cont'd)

1. The Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period and any known unbilled nonusage sensitive charges. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in 2. following. If payment is not received by the payment date, as set forth in 2. following in immediately available funds, a late payment penalty will apply as set forth in 2. following.
2. Payment Due Date And Late Payment Penalty
 - a. All bills dated as set forth in 1. preceding for service, provided to the customer by the Company, are due (payment date) by the next bill date (i.e., same date in the following month as the bill date) except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

B.2. (Cont'd)

- b. Further, if any portion of the payment is received by the Company after the payment date as set forth in a. preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
 - (1) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company, or
 - (2) 0.000407 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.
- c. In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the claim is submitted within ninety (90) days of the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the bill payment date. If the customer submits a claim for the disputed amount more than ninety (90) days from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was submitted, or the bill payment date. Any undisputed amounts withheld by the customer in conjunction with disputed amounts withheld, shall be subject to the late payment penalty, as set forth in b., preceding. The Company will resolve the dispute and assess interest credits or penalties to the customer as follows:
 - (1) If the dispute is resolved in favor of the Company and the customer has paid the disputed amount on or before the payment due date, no interest credits or penalties will apply.
 - (2) If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in b. preceding.
 - (3) If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no interest credits or penalties will apply.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

B.2.c. (Cont'd)

- (4) If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive an interest credit from the Company for the disputed amount times a late factor. The late factor shall be the lesser of:
 - (a) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date when payment was made or credit claimed in accordance with c., preceding, to and including the payment due date (as set forth in 2.a., preceding) of the bill that reflects the credit for the disputed amount. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
 - (b) 0.000407 per day, compounded daily for the number of days from the date when payment was made or credit claimed in accordance with c., preceding, to and including the payment due date (as set forth in a., preceding) of the bill that reflects the credit for the disputed amount. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- C. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Tariff will be prorated to the number of days or major fraction of days, based on a thirty (30) day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- D. When a rate as set forth in this Tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- E. When more than one copy of a customer bill for services provided under the provisions of this Tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.6, following.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (CONT'D)

2.4.2 MINIMUM PERIODS

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:

- A. When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- B. When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 CANCELLATION OF AN ORDER FOR SERVICE

Provisions for the cancellation of an order for service are set forth in Section 5, following.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (CONT'D)

2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

A. General

A service is interrupted when it becomes unusable to the customer because of a failure of one or more facility components used to furnish service under this Tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.5.1, following. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative excluding the following:

- customer requested monitoring and
- other times when the service or customer's premises is not available for testing or repair of the service.

Reports of an inoperative service will be taken only from the customer of record for that particular service.

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

1. For Switched Access Service (including CCSAC) other than Entrance Facilities and Direct-Trunked Transport Facilities, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates or (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

For Switched Access Entrance Facilities, Direct-Trunked Transport Facilities and any optional multiplexing arrangements associated with such facilities, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service (i.e., Entrance Facility, Direct-Trunked Transport Facility and Multiplexer) that is inoperative.

2. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

B. When a Credit Allowance Applies (Cont'd)

3. Service interruptions for Specialized Service or Arrangements, provided for under the provisions of Section 12, following, shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.
4. EI Service

For EI Service, no credit shall be allowed for interruption of an EICT of less than four hours. The customer shall be credited for an interruption of four hours or more at the rate of 1/180 of the monthly charges for only the EICTs for each period of four hours or major fraction thereof that the interruption continues.

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in B., preceding, applies.
5. Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in this Company's Special Construction Tariff for the State of Minnesota. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
6. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

C. When a Credit Allowance Does Not Apply (Cont'd)

7. Periods of temporary discontinuance as set forth in 2.2.1, preceding.
8. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

D. Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.5 RE-ESTABLISHMENT OF SERVICE FOLLOWING FIRE, FLOOD OR OTHER OCCURRENCE

A. Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- The service is of the same type as was provided prior to the fire, flood or other occurrence.
- The service is for the same customer.
- The service is at the same location on the same premises.
- The re-establishment of service begins within sixty (60) days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.5 RE-ESTABLISHMENT OF SERVICE FOLLOWING FIRE, FLOOD OR OTHER OCCURRENCE (CONT'D)

B. Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.6 TITLE OR OWNERSHIP RIGHTS

The payment of rates and charges by customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED

The Multiple Exchange Carriers Access Billing Guidelines (MECAB) and the Multiple Exchange Carriers Ordering and Design Guidelines (MECOD) are the standards on which the regulations in the following paragraphs are based. These standards determine the ordering, rating and billing for Access Services when the service is provided by more than one Exchange Telephone Company.

All information necessary for billing, ordering and design coordination will be provided based on the standards in the MECAB and MECOD guidelines to ensure that jointly-provided access services are installed, tested and turned up in a timely manner.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (CONT'D)

A. Feature Group A Switched Access Service

1. The ordering, rating and billing of Feature Group A Switched Access Service will be based on revenue-sharing agreements between the Exchange Carriers jointly providing the service.
2. For Feature Group A Switched Access Service, the Exchange Telephone Company in whose territory the first point of switching is located will accept the order. In addition, the Exchange Telephone Company in whose territory the customer's POT is located must also receive a copy of the order from the customer.
3. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service Tariff.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (CONT'D)

B. Feature Groups B, C and D Switched Access Service

When more than one Exchange Telephone Company is involved in the provision of Access Service, the customer requesting initial service will be notified in writing at least thirty (30) days prior to the initial billing date which Exchange Telephone Company's set of terms and conditions apply, and of the billing arrangement for any jointly provided access service ordered. Customers requesting additional service will not be notified unless a change in the existing billing arrangement is made. In the event of a change in the existing billing arrangement, the customer will be notified in writing at least thirty (30) days prior to the date when the Exchange Telephone Companies involved in the provision of access service agree to change from one billing arrangement to another. Notifications will also include the customer's method of payment.

1. Each Exchange Telephone Company involved shall receive a copy of the order. The Exchange Telephone Company that accepts the order and/or bills the customer is determined as follows:

- a. FGC and FGD Ordered to an End Office

The Exchange Telephone Company where the end office is located will accept the order and bill the customer.

- b. FGB, FGC and FGD Ordered to an Access Tandem

The Exchange Telephone Company that owns the access tandem will accept the order. The Exchange Telephone Company that owns the end offices(s) that subtend the access tandem will bill the customer.

2. Upon agreement between the Exchange Telephone Companies involved, a single bill will be rendered to the customer. The Exchange Telephone Company rendering the bill is the Exchange Telephone Company as determined in 1., preceding. There are three single bill alternatives that the Exchange Telephone Companies may agree to provide and are described following. There are payment options with Alternatives No. 1 and 2. In the first payment option, the Exchange Telephone Companies can require the customer to remit payment via a single check to the bill rendering Exchange Telephone Company. In the second payment option, the Exchange Telephone Companies can require the customer to remit payment via multiple checks to all of the Exchange Telephone Companies jointly provisioning the Access Service to the customer.