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2. GENERAL REGULATIONS

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 SCOPE

- A. The Company provides Advanced Communications Services to meet customer communication needs between specified locations. Services are furnished seven (7) days per week, 24 hours per day for a minimum billing period of one month or as defined in 2.4.3, following.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services which it provides under this Price List, as defined in 2.1.4 and 2.1.5, following.
- C. The Company does not warrant that its facilities and services meet standards other than those set forth in this Price List and the associated technical publications listed in this Price List under Reference to Technical Publications.
- D. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.

2.1.2 LIMITATIONS

- A. The installation and restoration of services shall be subject to the regulations set forth in the Access Service Tariff, Section 13, concerning the Telecommunications Service Priority (TSP) System.
- B. Subject to compliance with the rules mentioned in A., preceding, where a shortage of facilities exists at any time, either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis.
- C. The furnishing of service under this Price List will require certain physical arrangements of the facilities of the Company and is subject to the availability of such facilities.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Price List. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service and subject to the provisions of B. through G., following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Price List as a Credit Allowance for a Service Interruption, as set forth in 2.4.4, following.
- B. The Company shall be indemnified, defended and held harmless by the customer against any claim, loss, or damage arising from use of services offered under this Price List involving:
 1. Claims for libel, slander, invasion of privacy and infringement of copyright arising from the material transmitted over the facilities or the customer's own communications;
 2. Claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, facilities or equipment furnished by the customer;
 3. All other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.
- C. The Company shall not be liable for any act or omission of any customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any customer providing a portion of a service.
- D. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.3 LIABILITY (CONT'D)

- E. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of any facilities by the Company on the premises or by the installation or removal when defacement or damage is not the result of negligence of the agents or employees of the Company.

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Price List. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Price List and will indemnify such customer for any damages awarded based solely on such claims.

- G. The Company's failure to provide or maintain services under this Price List shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4, following.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 INSTALLATION AND TERMINATION OF SERVICES

The services provided under this Price List will include any Company facilities to that point where provision is made for termination of the Company's network facilities at a suitable location at a customer designated premises. Any customer requested work on the customer side of the network interface will be furnished on a time and material basis.

2.1.5 PROVISION OF SERVICES

- A. The services in this Price List provided to the network interface shall be maintained by the Company. The customer may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any facilities installed by the Company to the network interface, except upon the written consent of the Company.
- B. Facilities on the premises of a customer furnished by the Company to the network interface are the property of the Company, whose agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting or repairing the facilities, or, upon termination of the service, for the purpose of removing Company facilities.
- C. The access component of a customer's Advanced Communications Service first enters the ACS Network at a service point.
 - The company designates the location of the service point for each customer according to the type of Advanced Communications Services involved.
 - Service points will generally be where ACS Network equipment for a given service is either located or planned to be located.
 - Different Advanced Communications Services may either have the same or different service points, according to local circumstances.
- D. When, as determined by the Company, it becomes necessary to establish a new service point which results in a change in the location of a service point for an Advanced Communications Service, the service will be rerated and redesigned to the new service point.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 CHANGES AND SUBSTITUTIONS

The Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Price List, including, but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the performance characteristics will be within the range as set forth in this Price List. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer-furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.7 REFUSAL AND DISCONTINUANCE OF SERVICE

- A. The Company, by written notice to the customer, may immediately discontinue the furnishing of Advanced Communications Services or may refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, upon:
- Nonpayment of any sum due the Company, or
 - A violation of any condition governing the furnishing of service.
- B. In case of such a discontinuance, all applicable charges, including discontinuance charges, shall become due.
- C. In case of a refusal of a pending order for service, estimated costs incurred by the Company, as set forth in 3.1.2, following, shall apply and become due immediately.

2.1.8 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching system change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to such service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect communications services.

2.1.10 PROVISION AND OWNERSHIP OF NUMBER DESIGNATIONS

The Company reserves the right to assign, designate or change number designations associated with Advanced Communications Services, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will notify the customer of the effective date and provide an explanation of the reason(s) for such change(s).

2.1.11 SPECIAL TAXES, FEES AND CHARGES

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

2. GENERAL REGULATIONS

2.2 USE

2.2.1 INTERFERENCE OR IMPAIRMENT

- A. The characteristics and methods of operation of any services, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Price List shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

- B. If such characteristics or methods of operation are not in accordance with A., preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, Credit Allowance for Service Interruptions as set forth in 2.4.4, following, is not applicable.

2.2.2 UNLAWFUL USE

Advanced Communications Services shall not be used for any unlawful purpose.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 ORDERING, PAYMENT AND COMPLIANCE WITH TERMS AND CONDITIONS

The customer shall be responsible for placing all orders for service, payment of all charges offered herein and compliance with Company terms and conditions.

2.3.2 DAMAGES

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Price List caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.3 OWNERSHIP OF FACILITIES

Facilities utilized by the Company to provide service under the provisions of this Price List shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good a condition as reasonable wear will permit.

2.3.4 EQUIPMENT SPACE AND POWER

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Price List at the network interface for such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to the premises at any reasonable hour for installing, testing, repairing or removing the facilities of the Company.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.5 HAZARDOUS AND EXPLOSIVE ENVIRONMENTS

The customer shall be responsible for the provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by the Company in an explosive atmosphere and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may also be required to install and maintain Company facilities within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company. The applicable standards are found in National Electric Safety Code articles 500 - 503.

2.3.6 AVAILABILITY FOR TESTING

The services provided under this Price List shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustment.

2.3.7 REFERENCES TO THE COMPANY

The customer may advise their end users that certain services are provided by the Company in connection with the service the customer furnishes to their end users; however, the customer shall not represent that the Company jointly participates in these services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.8 CLAIMS AND DEMANDS FOR DAMAGES

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Price List, any circuit, apparatus, system or method provided by the customer.
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this Price List, including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Price List; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- C. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Price List.

2.3.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect communications services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.10 TRANSFER OF SERVICE

- A. Where there is no interruption of use or relocation of services, the customer may assign or transfer the use of services provided under this Price List. Such assignment or transfer may be made to:
1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any, or;
 2. A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- B. In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Price List shall apply to such assignee or transferee.
- C. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.3.11 CUSTOMER-PROVIDED EQUIPMENT AND CUSTOMER SERVICES

Subject to the provisions of 2.1.6, preceding, and compliance with the standards set forth in this Price List under Reference to Technical Publications, the customer shall be solely responsible, at its own expense, for customer-provided equipment and services. The customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services which may be required because of changes in Company services, operations or procedures, or changes in the minimum protection criteria or operating or maintenance characteristics of the customer's equipment or services. The Company will provide reasonable notification to the customer of any Company-initiated change that may require a change in customer-provided equipment and services.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 TYPES OF RATES AND CHARGES

A. Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that Advanced Communications Services are provided. For billing purposes, each month is considered to have 30 days.

1. When the minimum billing period, as set forth in 2.4.3, following, has been met, charges for a fraction of a month will be the monthly rate, prorated for the actual number of days service is furnished.
2. Fractions of a cent are carried throughout the computation of the charge. When the computed charge includes a fraction of a cent;
 - One-half cent or more is treated as one cent;
 - Less than one-half cent is disregarded

B. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activities.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (CONT'D)

2.4.2 PAYMENT OF RATES, CHARGES AND DEPOSITS

A. Deposits

1. The Company may, in order to safeguard its interests, require an applicant or existing customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
2. A deposit may be required under the following conditions:
 - a. Applicant has had no previous, company-provided service; or
 - b. Applicant does not have verifiable credit with any Qwest Corporation Company anywhere within the region in the same or similar business; or
 - c. Applicant has had previous verifiable service with any Qwest Corporation Company anywhere within the region, but has an outstanding and unpaid bill for service or has not established satisfactory credit. Satisfactory credit is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
 - d. An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when payment history includes a suspension of service for nonpayment, or includes more than one notification of intention to suspend service for nonpayment during the previous twelve month period.
3. Applicant for service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously accorded.
4. The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 PAYMENT OF RATES, CHARGES AND DEPOSITS

A. Deposits (Cont'd)

5. An existing customer who is required to pay a deposit shall be notified in writing. The deposit shall be due and payable within ten days after the requirement is imposed. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the customer without further notice. The following are exceptions to this provision:
 - a. In the event service is suspended for a customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
 - b. In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation, or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the customer without further notice.
6. The amount of the deposit may not exceed the actual or the estimated charges for the service which will accrue for a two-month period. All applicants and existing customers shall be treated uniformly for the determination and application of deposits.
7. When it is determined that a deposit is required under the conditions specified above, the applicant or customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for service is a current nonresidential customer with at least two years' continuous service, whose payment history for the most recent twelve month period is satisfactory.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 PAYMENT OF RATES, CHARGES AND DEPOSITS

A. Deposits (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 advance payments as set forth in B., following, or the prompt payment of bills on presentation.
9. The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded or service is terminated, or annually, upon request of the customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
10. The rate of interest paid is as specified in Section 2 of the Exchange and Network Services Tariff.
11. When the customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office, the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security will be the only acceptable substitute for a cash deposit i.e., surety bond or bank letter of credit equal to the Company's deposit requirement.
12. When the service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or, at the option of the customer, refunded. Satisfactory credit for a customer is defined as twelve consecutive months of service without a suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 PAYMENT OF RATES, CHARGES AND DEPOSITS (CONT'D)

B. Advance Payments

1. In accordance with the Company's practice of requiring that all regularly recurring rates for services, equipment, and facilities be paid monthly in advance, an applicant for service may be required to pay in advance at the time application for service is made, the nonrecurring and installation charges applicable, together with at least one month's charges for the services, equipment, and facilities applied for, and, where necessary, in the opinion of the Company, the estimated amount of construction charges.
 2. The amount of the advance payment will be credited to the customer's account and applied to any indebtedness under the contract for service, equipment, and facilities furnished, and for nonrecurring charges.
- C. The customer is responsible for payment of all charges for facilities and services furnished in accordance with the Company's regular billing and collection practices, as contained in this Price List.
- D. All charges for service, equipment, and facilities are payable monthly, in advance, except for charges associated with any usage elements and for the Federal Government.
- E. When new service is installed or added, or changes made to existing service, which involve a change in rates, the new rates will become effective on the day the service is installed, added or changed.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 PAYMENT OF RATES, CHARGES AND DEPOSITS (CONT'D)

- F. In the event a customer is indebted to the Company for charges and service of any nature, rendered at a prior time, or for service under one or more number designations at any location, and the customer does not pay the charges or satisfy such indebtedness, the Company may bill such outstanding charges for the indebted account against the account for other services provided to the customer.
- G. In the event that payment from a customer is less than the total amount of all charges owing to the Company and the customer does not specifically designate the manner to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner the Company desires.
- H. Payment of bills for service may be made by check, money order or cash. Payment by check which is not honored or paid by the payor bank will be considered as nonpayment. A returned check charge, as set forth in Section 2 of the Exchange and Network Services Price List No. 1, will apply whenever a check or draft presented for payment for service on an account is not accepted by the institution on which it is drawn.
- I. The customer bill is due upon receipt. Customers may pay bills for Company services by U.S. Mail, with check or money order, or by wire transfer.
- J. In order to avoid collection procedures which could result in a temporary disconnection of service, payment must be received no later than the due and payable date shown on the customer's bill.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 PAYMENT OF RATES, CHARGES AND DEPOSITS (CONT'D)

K. Payments received by the Company on or before the due and payable date on the customer's bill will prevent collection procedures, provided the following billing information is remitted with payment:

- Customer's name
- Customer's telephone/billing number
- Customer's account code
- Customer's account type
- Amount of payment

L. Payments received by the Company after the due and payable date on the customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the customer's service unless the following billing information is remitted with payment:

- All of the items enumerated in K., preceding, and
- The customer's advised final payment date before discontinuance for nonpayment.

M. The Company will not be responsible if a customer's service is disconnected after payment has been remitted, unless the payment is made as set forth in K. or L., preceding, as applicable.

N. Installment Billing

With approval of the Company, arrangements may be made for the payment of nonrecurring charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid amounts become due upon termination of service.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (CONT'D)

2.4.3 MINIMUM PERIODS

- A. When service is provided on a month-to-month basis, the minimum period for which rates and charges are applicable is one month.

When a service is discontinued prior to the expiration of the one month minimum period, a one month charge will apply at the rates in effect at the time service is discontinued.

- B. When a service is provided under a fixed-period service pricing plan, as set forth in 2.4.5, the minimum period is six months for Frame Relay Service and twelve months for ATM Service, LAN Switching Service (LSS) and Metro Optical Ethernet (MOE) (C)

- C. When a service provided under a fixed-period service pricing plan is discontinued prior to the completion of the minimum period, a discontinuance charge will apply, as set forth in 3.4, following.

(D)