

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.10 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED (CONT'D)**

C. Rates and Charges

1. The reduction in charges for service temporarily suspended is equal to 50% of the regular exchange service charge for each item of service and facilities so suspended.

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. The rate of reduction of any basic termination charge during a period of suspension of related items at fifty percent of the full service rate for such items is reduced by fifty percent of that portion of the charge related to suspended items.
3. Suspension of service for reasons other than the request of the customer is provided for in General Rules and Regulations Applying to Telephone Service and subject to nonrecurring charges associated with the service and facilities so suspended.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.2.11 SPECIAL SERVICES**

A. Technical Trials

1. A technical trial shall be offered to test the technical capability or feasibility of a product. Services will be offered free-of-charge in a technical trial.
2. Services may be offered on a trial basis for a specified time period to specific areas or classes of customers. The period of the trial will not exceed twelve months.
3. Each trial shall be briefly described in a written notice to the Commission no later than the date upon which the trial is to commence.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.11 SPECIAL SERVICES (CONT'D)****B. Market Trials**

1. A market trial shall be offered to test the packaging, pricing and/or other marketing features of a product or service. Examples include, but are not limited to: pricing trials for MTS optional calling plans, custom calling features, packaged pricing of existing services/features, etc.
2. Services may be offered on a trial basis for a specified time period to specific areas or classes of customers. Trial offerings will meet the following criteria:
  - The period of the trial does not exceed nine months.
  - The trial offering is for an optional feature, feature/service functionality, or pricing options.
3. Each trial shall be briefly described in a written notice to the Commission no later than ten days prior to the date upon which the trial is to commence.

This notice will contain information pertinent to the trial such as class of customer, geographic area, description of service, dates and duration of trial, price(s) of features during the trial, and customer notification. This notice will be filed in 2.2.11 of this Tariff, and remain in effect for the duration of the trial.

4. If a trial offering does not perform due to a technical malfunction, all charges will be refunded to the customer.
5. DSS Half Span Market Trial

During a period from April 5, 2004 through July 2, 2004, Advanced DSS customers who install new service, renew existing contracts, or convert from month-to-month to contract pricing will receive a rate of \$370.00 for a 36-month term commitment. This bulk price includes the DS1 facility, common equipment, and a maximum of 12 Advanced DSS trunks. This Market Trial also includes free installation.

This trial is only available where it is technically feasible to provide services and where facilities are available. Contracts must be signed by July 2, 2004 and the customer requested installation date may be no later than September 2, 2004. This offer is not available with any other Market Trials or Promotions. This Market Trial is available for resale by qualified resellers.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.11 SPECIAL SERVICES****B. Market Trials (Cont'd)****6. ISDN PRS 3-Year Market Trial**

During a period from April 26, 2004 through July 23, 2004, ISDN Primary Rate Service (PRS) customers who renew existing contracts, convert from month-to-month to contract pricing, migrate from Centrex, PBX, Uniform Access Solution (UAS) or Digital Switched Service (DSS) to PRS (115% rule must be met, if applicable), or are a winback to Qwest will be given a rate of \$599.00 for a 36-month term commitment. This bulk price includes the DS1 facility, common equipment, Service Configuration, and a maximum of 24 trunks. This Market Trial also includes free installation.

This trial is only available where it is technically feasible to provide services and where facilities are available. Contracts must be signed by July 23, 2004 and the customer requested installation date may be no later than September 21, 2004. This offer is not available with any other Market Trials, Competitive Responses, Winbacks, Migration Credits, or Promotions. This Market Trial is available for resale by qualified resellers. For product description and/or terms and conditions, see Section 14 of the Exchange and Network Services Price List.

**C. Reduced Rate Regulation**

The Company may competitively price its local telephone services, whether offered singly or as part of a bundle of services, to business customers subscribing to four or more business lines in a competitive area which consists of an exchange located in the metropolitan area extended area service toll-free calling area or in the cities of Duluth or St. Cloud pursuant to Minn. Stat. 237.411 (amended May 2005).

**D. Customer Incentives**

The Company may offer incentives to residence and business customers to purchase or continue to purchase services from Qwest, including a waiver of non-recurring charge(s) and a waiver of monthly rate(s) on selected services, as determined by the Company.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.11 SPECIAL SERVICES (CONT'D)**

E. Special Pricing

Qwest may differentiate offers based on the following criteria or combinations of criteria below:

1. Offer unique pricing to certain customers or to certain geographic locations for promotions as allowed by Minn. Stat. 237.626.
2. Provide volume or term discounts.
3. Offer different prices in different geographic areas when:
  - a. differences in the cost of providing a service, or market conditions, justify a different price,
  - b. the areas are served by different competitors, or
  - c. different prices are charged by competitors serving the area.
4. Pass-through of any legislatively-authorized local taxes, franchise fees, or special surcharges imposed by local or regional governmental units on the services provided by Qwest in specific geographic areas from which the taxes, fees, or surcharges originate.
5. Offer a unique price to a specific customer in response to the customer's request to submit a bid or quote to provide service.
6. Charge different rates for local services within its service territory upon a prior finding by the Commission that Qwest has good cause to do so.

**2.2.13 EMPLOYEE CONCESSION**

A. Employee Telephone Service

1. A concession may be granted on the standard rates for service furnished to employees and retirees of the Company.
2. 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. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.2.14 TERMINATION OF SERVICE**

A. Initial Service Periods

1. General

- a. The minimum initial service period for service is one month at the same location, and the minimum initial service period for facilities furnished is one month, except as otherwise specified hereinafter.
- b. Initial service periods for service or facilities may be greater than those specified herein when facilities of the type required are not available and, if provided, would not be likely, on termination of the customer's use thereof, to be useful in serving another customer at the same location or as a part of a properly designed telephone distribution system serving telephone users in the vicinity of or beyond the customer's location.
- c. Unless otherwise specified in the service-specific tariff/price lists, partial removals of residential 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. This applies to residence services only.
- d. The minimum charge for services furnished subject to an initial service period of one month is that for one month except that such minimum charge does not apply where main line service is changed from one to another class or grade, or main line service and any associated supplemental service is moved to another address in the same exchange, subject in each case, to the initial service period applicable to the service to be provided.
- e. No minimum or termination charges apply where a customer's use of any service furnished is terminated subsequent to expiration of the initial service period applicable thereto.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2 ESTABLISHING AND FURNISHING SERVICE

#### 2.2.14 TERMINATION OF SERVICE

##### A. Initial Service Periods (Cont'd)

##### 2. Additional Directory Listings[1]

- a. Additional directory listing service is furnished only by directory periods established by the Company, except that subject to the conditions hereinafter set forth, the charges for such service may be terminated prior to the expiration of such a period.
- b. The charge for an additional directory listing which has been posted on the information records, but which has not appeared in the directory, may be terminated at any time upon payment of charges due to time of termination of the listing, except that the minimum charge for such a listing is that for one month.
- c. Additional directory listings appearing in the current directory may be terminated at other than directory periods only when due to the customer's changes in location; change in service classification to one other than that for which the listing was provided; termination of main line service; or to other causes, it is evident that the listing has no further value. Such termination is subject, however, to payment of a minimum of one month's charges.

##### 3. Joint User Service

The initial service period for Joint User Service is one month. The service may be terminated as of the date the Joint User Service privileges are discontinued upon payment of the charges for the period of actual service, except that the minimum charge is the charge for one month.

[1] See Section 5.7.1 in the Exchange and Network Services Price List No. 2.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.14 TERMINATION OF SERVICE**

## A. Initial Service Periods (Cont'd)

## 4. Main Line Service

- a. Except as provided under 1., above, the initial service period for main line service is one month.
- b. Main line service may be terminated prior to the expiration of the initial service period for which it is furnished subject to any minimum or termination charge specified or computed as provided in 1. above or 5., following.
- c. The service of a customer to main line service who moves from one address to another in the same or different Company exchange within the State of Minnesota is normally discontinued at the old address coincident with the establishment of service at the new address. However, upon request of the customer and where facility and other conditions permit, the service at the old address will be continued following the establishment of service at the new address. Under this arrangement, separate telephone numbers are assigned to each location. The charge for each day the service is continued at old address shall be one-thirtieth of the regular monthly rate applicable to the service so continued and shall be in addition to the charges for service at the new address. This arrangement applies only when there are different telephone numbers at each location. If the customer is served by the same wire center and the telephone number is the same number at both locations, Dual Service terms and conditions and charges will apply as specified in 3.1.7, following.

## 5. Termination Charges

- a. Services provided via service agreements may be subject to the Termination Liability/Waiver Policy as specified in B., following.
- b. Basic Termination Charges for certain other services furnished subject to initial service periods of more than one month which are removed prior to the expiration of an initial service period, will be computed, for any service involved, from the sum of the costs of installing and removing the service including engineering labor, supervision, cartage, the cost of unrecoverable material, and loss on power plant, less the salvage value of material recovered. The monthly rate of reduction of a Basic Termination Charge thus arrived at will then be determined by dividing it by the number of months (12, 24, 60, etc.) in the applicable initial service period. The termination charge due is then determined by multiplying the monthly rate of reduction of the Basic Termination Charge by the unexpired portion of the initial service period expressed in months and thirtieths of one month. The term cost, as used herein, is defined in Section 4, following.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2 ESTABLISHING AND FURNISHING SERVICE

#### 2.2.14 TERMINATION OF SERVICE (CONT'D)

##### 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 Tariff.

##### 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 contracted 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 specified in the service agreement, for the remaining term of the agreement.

- 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.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.14 TERMINATION OF SERVICE**

**B. Termination Liability/Waiver Policy (Cont'd)**

**3. Partial Disconnect**

If the customer discontinues a portion of their contracted 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 thirty 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);
- 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. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.3 PAYMENT FOR SERVICE**

**2.3.2 PAYMENT OF BILLS**

A. Charges Due

The customer is responsible for payment of all charges for facilities and services furnished at the customer's request, including charges for long distance services originated, or charges accepted, at such facilities. Bills are due when rendered and are payable at any business office of the Company, or at any other location designated by the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account.

B. Computation of Charges Involving Fractions

Except as otherwise provided in Company tariffs pertaining to the computation of charges for service, fractions of one cent shall be carried through an entire charge computation. All decimal equivalents of fractions in a computation shall be rounded to the nearest thousandth, e.g., .0005 or more shall round to .001 and .00049 or less to .000. When computed charges result in fractions of one cent, those fractions of less than one-half cent shall be disregarded and those of one-half cent or more shall be increased to one cent.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.3 PAYMENT FOR SERVICE (CONT'D)**

**2.3.3 ADVANCE PAYMENTS**

- A. Applicants for business telephone service, who are not required to guarantee the payment of charges by means of a cash deposit or guarantee in writing, may be required to pay, in advance, any nonrecurring charges or installation charges applicable, and the charges for two billing periods for exchange service, anticipated long distance message service and facilities ordered.
- B. Applicants for business telephone service, who are required to guarantee the payment of charges by means of a cash deposit or guarantee in writing, may be required to pay in advance, any nonrecurring charges or installation charges applicable.
- C. Customers to business service who apply for additional service or for changes in their existing service shall be required to make an advance payment in the same manner as described in A. and B. above if, in the opinion of the Company, their telephone credit rating is unsatisfactory.
- D. The Company may require advance payment of construction charges which are described in Section 4, following.
- E. Advance payments are not required for service and equipment furnished to Federal, State, County and Municipal Governments.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.3 PAYMENT FOR SERVICE**

**2.3.3 ADVANCE PAYMENTS (CONT'D)**

F. Deposits or Guarantee of Payment

1. The Company shall, in order to safeguard its interests, require an applicant or customer to guarantee the payment of charges in the following ways:
  - a. Applicants for residence telephone service, whose known telephone credit is unsatisfactory, or whose telephone service credit is unknown, shall guarantee the payment of charges by means of a cash deposit, or guarantee in writing. Service may be denied until the required guarantee is satisfied.
  - b. Qualifying applicants for the Telephone Assistance Program (TAP) may initiate service without paying a deposit if they voluntarily elect to have Toll Restriction on their line. Toll Restriction will be provided at no charge to TAP customers.
  - c. Residence telephone service credit shall be considered unsatisfactory when any of the following conditions occur:
    - (1) The applicant's or customer's service within the last twelve months has been subject to disconnection for failure to pay any sum due.
    - (2) The applicant or customer has not paid a delinquent bill for residence service previously furnished.
  - d. Applicants for business telephone service, whose known credit is unsatisfactory or whose credit is unknown, may be required to guarantee the payment of charges by means of a cash deposit, or guarantee in writing. Service may be denied until the required guarantee is satisfied.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.3 ADVANCE PAYMENTS**

## F. Deposits or Guarantee of Payment (Cont'd)

- f. Customers who provide false credit information or whose telephone service credit becomes unsatisfactory, may be required to guarantee the payment of charges by means of a cash deposit or guarantee in writing. Service may be denied unless the customer satisfies the guarantee within 10 days of written notification.
  - g. Customers whose deposit amount or guarantee in writing is substantially lower than the sum described in 2. following, may be required to guarantee the payment of charges by means of an increase in deposit or guarantee in writing. Service may be denied unless the customer satisfies the guarantee within 10 days of written notification.
2. Cash deposits may be a sum up to an amount equal to charges for two billing periods for exchange service, anticipated long distance message service and facilities ordered.
  3. In addition to any rules and regulations governing denial of service contained in this and in other tariffs of this Company, the Company may deny telephone service to an applicant or a customer under the following conditions:
    - a. If an applicant is indebted to the Company for other telephone service of the same classification (business or residence) previously furnished in the State of Minnesota. Service may be denied until the indebtedness is satisfied.
    - b. If a customer is indebted to the Company for other telephone service of the same classification (business or residence) previously furnished in the State of Minnesota. Service may be denied unless the customer satisfies the indebtedness within 10 days of written notification.
  4. The deposit plus interest shall be refunded to the customer within forty-five days after completing twelve months of consecutive prompt payment of bills.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.3 PAYMENT FOR SERVICE**

**2.3.3 ADVANCE PAYMENTS**

F. Deposits or Guarantee of Payment (Cont'd)

5. At such time as a contract for service is terminated, the amount of any deposit plus interest is credited to the customer's account. Any credit balance which may remain shall be refunded to the customer within forty-five days from the time a contract for service is terminated.
6. The rate of interest must be set annually and be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate must be rounded to the nearest tenth of one percent. By December 15 of each year, the commissioner of commerce shall announce the rate of interest that must be paid of deposits held during all or part of the subsequent year. The company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.
7. The fact that deposit, or guarantee in writing has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and prompt payment of bills on presentation.
8. When an applicant or customer is required to guarantee the payment of charges and is unable to pay a cash deposit, they may arrange with a customer of the Company to guarantee in writing, payment of charges. The choice of guarantor shall be acceptable to the Company. The guarantor is responsible for an amount equal to the sum which would have been paid as a deposit.
9. The Company deposit receipt shall specify the conditions the deposit amount may be diminished upon return, as described in 4. and 5., preceding.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.3 PAYMENT FOR SERVICE (CONT'D)**

**2.3.5 PAYMENT PLANS**

A. Installment Billing of Nonrecurring Charges

1. Nonrecurring charges for service provided or work performed by the Company (including, but not limited to, service, move, change, installation and special construction charges and final bills for service) are normally payable in full upon presentation of the bill. Except as otherwise specified, and where both the Company and the customer agree, a nonrecurring charge may be paid in consecutive monthly installments.
2. The commencement of the date of payment of each consecutive monthly installment shall be determined by the Company's billing schedule. If a customer fails to pay any of the installments when due, the Company may, at its option, declare the unpaid balance immediately due and payable. Upon such default, the Company may exercise any and all remedies available to it by law including the right to terminate telephone service. The customer will have the option to prepay the entire unpaid balance at any time before maturity. The minimum monthly installment will be \$5.00. No more than 24 monthly installments will be permitted for any single transaction, except as otherwise specified for alternative payment of installation charges for service furnished under the Two-Tier Rate Plan.

B. Credit Card Payment of Nonrecurring Charges

Nonrecurring charges for services provided or work performed by the Company are normally payable in full upon presentation of the bill. Where both the Company and the customer agree, payment of nonrecurring charges may be made by the following authorized credit cards:

Master Charge  
BankAmericard/Visa

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS (CONT'D)****C. Variable Term Payment Plan****1. General**

- a. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for equipment and service over one of several optional payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
- b. The only payment period for software (versions) is the one-month period, except where other terms are specified in product tariffs and/or price lists.
- c. The minimum period is one month, unless otherwise specified in product tariffs and/or price lists.
- d. Unless specifically exempted, services furnished under VTPP are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff and/or the Exchange and Network Services Price List.

**2. Definitions**Addition

Provision of supplementary equipment to a customer's installed system up to the capacity of the system; addition of equipment not classified as an upgrade.

Conversion

Removal of a customer's installed system and replacement with a different system, under terms specified in product tariffs and/or price lists.

Downgrade

Tariff and/or Price List-enumerated changes to an installed system generally resulting in a decrease in capacity, capability and/or a lower monthly charge.

License Fee

A monthly recurring charge, the payment of which gives a customer license to use an identified software product and/or service.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.3 PAYMENT FOR SERVICE

#### 2.3.5 PAYMENT PLANS

##### C.2. (Cont'd)

##### Payment Period

A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specific rate for a product and/or service.

##### Release

The modified software that is provided for installation on an existing system at Company initiative that improves the functional capacity of the software.

##### Removal

Deletion of equipment or service from a customer's installed system.

##### Upgrade

A tariff and/or price list-enumerated enhancement to an installed system by a major addition or substitution, generally resulting in a higher monthly charge.

##### Version

A separate software program or group of programs that is referenced by a distinguishing code (numeric, alphabetic or alphanumeric). The version may be industry or customer-specific in application, or it may provide functional enhancements to previously released software versions.

### 3. Rate Applications

- a. The monthly rate at the time a customer subscribes to a product under VTPP is not subject to Company-initiated change during any optional payment period longer than one month. However, the Public Utilities Commission has final authority over all rates and rates charged under VTPP may be changed by Order of the Commission.
- b. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month duration, the customer will be required to pay a termination charge as stated in the product tariffs and/or price lists.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.3. (Cont'd)

- c. A nonrecurring charge will not apply when customers renew or change the length of their payment period. The rates applicable for the new period are those currently in effect.
- d. Recurring rates and installation, termination, service establishment, service ordering and other nonrecurring charges apply according to the appropriate schedules for products and services offered under VTPP, and are filed elsewhere in this Tariff and/or the Exchange and Network Services Price List.
- e. Nonrecurring charges may be paid in full at the time of installation or may be deferred according to the terms and conditions specified in 18., following.
- f. For payment periods longer than one month, the customer may prepay the total outstanding recurring charges according to the terms and conditions specified in 19., following.

## 4. Maintenance

## Software

Standard maintenance will be provided by the Company without additional charge, contingent on the terms and conditions specified in the product tariffs and/or price lists.

## 5. Additions

- a. Additions of equipment or features of service can be made at the customer's option by the payment of charges in the currently effective schedules for such service.
- b. At the customer's option, unless otherwise specified in the product tariff and/or price list, additions may be paid for over the remainder of the existing system's payment period and may be added to the existing agreement provided at least 30 days remain in the customer's existing payment period. The addition and existing system payment periods will then have a common expiration date. The charge(s) for the addition(s) will be the current filed rate(s) for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current tariff and/or price list, the rate charged for the addition will be that of the next shorter filed payment period.

If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.5. (Cont'd)

- c. The customer may also select a different payment period of equal or shorter length than the time remaining in the period selected for the existing system at the current filed rates for the selected period. The additions may then have a different expiration date than the existing system.

When the addition and the existing system's expiration dates differ, the customer must select a new payment period for the addition (at the time of its expiration) according to the terms and conditions stated in b. above.

- d. Equipment added to an upgraded system coterminously, will be charged at the current rates for the payment period equal to the installed system's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.

Additions to upgraded systems may also be ordered for payment periods shorter than or equal to the payment period prior to the addition (plus extension period) at the current rates for the selected period.

**6. Upgrades**

- a. Allowable upgrades to products and systems offered by the Company are specified in the individual tariffs and/or price lists currently in effect for offerings under VTPP.
- b. A customer who elects to upgrade an installed product or system may choose one of two options, unless otherwise specified in the product tariffs and/or price lists:
  - The existing payment period may be extended by a period of time specified in the product tariff and/or price list, and the new and previously installed equipment will expire on the same date. The rate levels applicable for the new equipment are those currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for equipment previously installed and continuing in service are unaffected.

If the payment period selected by the customer prior to the upgrade has been discontinued in the tariff and/or price list, the new equipment will be billed at rates applicable for the next shorter payment period in the current tariff and/or price list.