

3. RATE REGULATIONS AND CONDITIONS

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3. RATE REGULATIONS AND CONDITIONS

3.1 GENERAL

This section contains the specific terms and conditions governing the rates and charges for Private Line Transport Service. In addition, Audio Service and Wired Music, DS1 and DS3 Service, Command-A-Link, Self-Healing Network Service (SHNS) and Synchronous Service Transport (SST) have terms and conditions governing rates and charges, that are different than and/or in addition to those specified following.

3.2 TYPES OF CHARGES

There are two types of rates and charges. These are recurring rates and nonrecurring charges described as follows.

3.2.1 RECURRING RATES

Recurring rates are flat rates that apply each month or fraction thereof that Private Line Transport Service is provided. These rates may apply on a daily or monthly basis, depending on the type of service. For billing purposes, each month is considered to have 30 days.

3.2.2 NONRECURRING CHARGES

Nonrecurring charges are one-time charges that apply for a specific work activity. The type of nonrecurring charges that apply are: Service Provisioning Charge (Initial, and/or Subsequent), Channel Performance, Transport Mileage, Optional Features and Functions and Service Rearrangements. Special Construction charges as defined in 4.1.6, following, may also apply. Customers who order service under an Alternate Pricing Arrangement as defined in 3.2.4, following, may incur additional nonrecurring charges as identified in each individual case.

A. Initial Service Provisioning

The Initial Service Provisioning Charge applies toward the processing, engineering, and design functions per customer request, for work to be performed on one circuit or service. Requests for additional work to be performed on existing circuit(s) or service(s) will be billed an Initial Service Provisioning Charge.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES (CONT'D)

B. Subsequent Service Provisioning

The Subsequent Service Provisioning Charge applies per circuit(s) or service(s) when;

1. At the same time as the initial circuit or service is requested, a customer orders identical additional circuit(s) or service(s), due the same date, for the same type of service and exact NC/NCI combinations, at the same location(s).
2. At the same time as a request for additional work on an existing circuit or service, a customer requests the same additional work to be performed on identical existing circuit(s) or service(s), due the same date, for the same type of service and exact NC/NCI combinations, at the same location(s).

C. Channel Performance

A nonrecurring charge applies for the installation of each Channel Performance and includes its predefined technical specifications and the facilities from the customer designated premises to the serving wire center.

D. Transport Mileage

A nonrecurring charge applies for the installation of Transport Mileage which provides the transmission facilities between wire centers.

E. Optional Features and Functions

Nonrecurring charges apply for the installation of some of the Optional Features and Functions available with Private Line Transport Service. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service, unless otherwise specified.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES (CONT'D)

F. Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum billing period requirements or a change in the physical location of the Network Access Channel at a customer designated premises. The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service. Changes which result in the establishment of new minimum billing period obligations are treated as disconnects and new connects. Changes in the physical location of the Network Access Channel are treated as moves and are described in I., following.

Service rearrangements will be charged for as follows and the appropriate Service Provisioning Charge will apply in addition:

- If the change involves the addition of another leg to an existing service, the nonrecurring charge for the Channel Performance will apply. The charge will apply only for the leg that is being added.
- If the change involves the addition of an Optional Feature or Function which has a separate nonrecurring charge, that nonrecurring charge will apply.
- If the change involves changing the type of Channel Performance on a service, the Channel Performance nonrecurring charge will apply.
- If the change involves the changing of the type of service (e.g., a change from VG2 to VG3 or SVDS to DDS), it will be treated as a discontinuance of the existing service and the installation of a new service.
- If the change involves changing jurisdiction from interstate to intrastate on End-Link or Mid-Link services, all nonrecurring charges will apply. This change will be treated as a discontinuance of the existing service and the installation of a new service.
- For all other changes, including the addition of Optional Features and Functions without separate nonrecurring charges, a charge equal to the Channel Performance nonrecurring charge associated with the facility will apply.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES

F. Service Rearrangements (Cont'd)

If the change involves reterminating an existing Voice Grade, Digital Data Service or Simultaneous Voice Data Service Network Access Channel onto a spare channel of a higher capacity service, only the Rollover nonrecurring charge, as specified in 3.2.2.K., following, will apply.

G. Billable Administrative Changes

Some administrative changes are billable items to the customer. A Billable Administrative Charge will apply to the following, when requested by the customer.

- Change of customer circuit identification (circuit reference)
- Change of bill account number
- Supersedure. When a customer wishes to assume responsibility for a service which is already installed for another customer without any changes in the service, provided they meet the criteria established for a new customer.

A Billable Administrative Charge applies per service order.

	USOC	NONRECURRING CHARGE
• Billable Administrative Charge	ORC	\$17.00

H. Nonbillable Administrative Changes

Some administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Private Line Transport Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Private Line Transport Service).

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES

H. Nonbillable Administrative Changes (Cont'd)

Nonbillable Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change, but rather the customer of record changes its name--e.g., XYZ Company to XYZ Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of facilities,
- Change in billing data (name, address, or contact name or telephone number),
- Change of customer contact name or telephone number.

I. Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's designated premises
- The customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

1. Moves Within the Same Building or Between Buildings on the Same Premises.

When the move is to a new location within the same premises or between buildings on the same premises, the move is the responsibility of the customer. There will be no change in the minimum billing period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and new installation of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES

I. Moves (Cont'd)

3. Moves of a Portion of a Two-Point Service, Utilizing Hot Cut Provisioning (When There Are No Facilities)

When a customer orders a new two-point service at the same speed as the existing service, to replace the existing two-point service, and one customer location is in common to both services, the customer may be eligible for Hot Cut provisioning.

Hot Cut provisioning is only offered on the new two-point service when facilities are not available at the common location.

Hot Cut Provisioning is a move which allows the customer to move one end of the existing two-point service from one location to another. If the customer accepts Hot Cut provisioning, all nonrecurring charges will be waived, including overtime charges if the work is performed after normal business hours.

Hot Cut provisioning is only available to two-point Digital Data Service, DS1 and DS3 Services.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES (CONT'D)

J. Reestablishment of Service Following Fire, Flood or Other Occurrence

1. Nonrecurring Charges Do Not Apply

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

- a. The service is of the same type as was provided prior to the fire, flood or other occurrence.
- b. The service is for the same customer.
- c. The service is at the same location on the same premises.
- d. The reestablishment of service begins within 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. Nonrecurring Charges Apply

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

When service is temporarily established at a different location on the same premises or at a different premises as a result of flooding, the nonrecurring charges normally associated with the establishment of service at a different location will be waived for a period of 90 days from the initial effective date of this Price List provision.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES (CONT'D)

K. Rollover

1. A rollover allows for a lower speed service (i.e., Voice Grade Service, Digital Data Service, Simultaneous Voice Data Service or DS1 Service), to be either placed onto a higher speed service or moved from one higher speed service to a different higher speed service or moved to a different channel on the same multiplexed service.

Should the customer request to have work performed which involves the change of an:

- Existing Voice Grade Service (i.e., Standard or WATS) onto a multiplexed DS1 Service, or
- Existing Digital Data Service onto a multiplexed DS1 Service, or
- Existing Simultaneous Voice Data Service onto a multiplexed DS1 Service, or
- Existing DS1 Service onto a multiplexed DS3 Service,

and all of the following conditions are met, a rollover charge will apply to the lower speed service as specified in 2., following:

- The services are provided between the same customer locations as the original service(s), and
- All rollovers are performed at the same Company Central Office location, and
- All services involved in the rollover are provided by the Company.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES

K. Rollover (Cont'd)

2. Rollover Charges

	USOC	NONRECURRING CHARGE
<ul style="list-style-type: none">• Rollover of existing Voice Grade Service onto a multiplexed DS1 Service, per service termination affected for either a two-wire or four-wire service		
<ul style="list-style-type: none">- Standard Voice/WATS	NR6RA	\$193.00
<ul style="list-style-type: none">• Rollover of existing Digital Data Service onto a multiplexed DS1 Service, per service termination affected		
<ul style="list-style-type: none">- 2.4, 4.8, 9.6, 19.2, 56, 64 kbit/s	NR6RB	219.00
<ul style="list-style-type: none">• Rollover of existing Simultaneous Voice Data Service onto a multiplexed DS1 Service, per service termination affected		
<ul style="list-style-type: none">- 2.4, 4.8, 9.6, 19.2 kbit/s	NR6RS	219.00
<ul style="list-style-type: none">• Rollover of existing DS1 Service onto a multiplexed DS3 Service, per DS1 Service termination affected	NR6RC	325.00

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES

3.2.2 NONRECURRING CHARGES (CONT'D)

L. Service Guarantee - Provisioning

The customer remedies identified in this Price List apply when Private Line Transport Service(s) are provided to the customer on a wholesale basis. When Private Line Transport Service(s) are provided to the customer on a retail basis, the customer remedies are identified in the Minnesota Alternative Form of Regulation (AFOR) Service Quality Agreement.

The Company assures that all provisioning requests for Digital Data Service (DDS), DS1, and DS3 Service will be installed on the customer requested service date (due date) providing it is equal to or greater than the standard intervals published in the Service Interval Guide. If the Company fails to meet this commitment, the customer's bill will be adjusted to reflect a Service Guarantee credit of 100% of the total nonrecurring charge for the service. Service Guarantee applies to provisioning orders, with an application date on or after 1-1-99, for DDS, DS1 and DS3, which add, move, or change the Network Access Channel(s) or Channel Terminations, Transport Mileage, Channel Performance, and Optional Features and Functions, including service rearrangements. There is no additional charge for this guarantee. To be eligible for the Service Guarantee credit, the following conditions must be met.

1. The Service Guarantee - Provisioning conditions include:
 - Service requests for DDS, DS1, and DS3 Service, excluding Free-Frame DS1. This is limited to the nonrecurring charges for Network Access Channels or Channel Terminations, Channel Performance, Transport Mileage, Optional Features and Functions and the Service Provisioning Charge, if applicable.
 - The Services must be provided wholly within Company territories.
2. The Service Guarantee - Provisioning Credit does not apply:
 - To Service Date Changes or Design Changes due to customer reasons.
 - To requests for Expedites, Cancellations, Additional Engineering, Additional Labor, Design Layout Report (DLR), Power Protection, Special Facilities Routing, Testing and any other Miscellaneous Changes specified in Section 4, following.
 - During natural disasters or a declared national emergency, or where Priority Installation under the provisions for Telecommunications Service Priority take precedence.
 - To Special Construction.
 - To Free-Frame DS1 Service.

3. RATE REGULATIONS AND CONDITIONS

3.2 TYPES OF CHARGES (CONT'D)

3.2.3 CUSTOM SERVICE ARRANGEMENT

If the standard Channel Performance packages or available Optional Features and Functions are not adequate to meet a specific customer requirement, the customer may request and the Company may develop a unique Custom package where facilities and operating conditions permit. Both the monthly rate and the nonrecurring charges for the features will be developed on an individual case basis. The charges for all other rate categories as described in 5.1.2, following, will apply for the type of channel service requested. Special Construction Charges as defined in 4.1.6, following, may also apply.

3.2.4 ALTERNATE PRICING ARRANGEMENT

Where circumstances warrant, a customer subscribing to Private Line Transport Service may request, on an individual case basis, an Alternate Pricing Arrangement. The terms and conditions of such an arrangement will be determined by the Company at the time the request is made.

3. RATE REGULATIONS AND CONDITIONS

3.3 MINIMUM BILLING PERIOD AND FRACTIONAL RATES

- A. Rates for service offered under this Price List are for a minimum billing period of one month or the length of time specified in a Custom Service Arrangement, in a Rate Stabilized or Discount Pricing Arrangement, or in specific service agreements.
- B. 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:
 - 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.
 - When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, a termination charge will apply as specified in 2.4.8, preceding.
- C. When the minimum billing period 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. For this purpose every month is considered to have 30 days.
- D. 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
- E. The rates for service installed or changes in service which involve a change in rates will become effective on the day the service is installed or changed.

3. RATE REGULATIONS AND CONDITIONS

3.4 MILEAGE MEASUREMENT

The mileage to be used to determine the monthly rate for the Transport Mileage is calculated on the airline distance between the locations involved; i.e., the serving wire centers associated with two customer locations, a serving wire center associated with a customer location and a Company hub, or two Company hubs. The serving wire center associated with a customer location is the serving wire center from which the customer location would normally obtain dial tone.

Transport Mileage is shown in the rate section in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V & H coordinates method, as set forth in the National Exchange Carrier Association Tariff F.C.C. No. 4, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rate.

When Hubs are involved, mileage is computed and rates applied separately for each section of the Transport Mileage; i.e., customer location serving wire center to hub, hub to hub and/or hub to customer location serving wire center. However, when any service is routed through a hub for purposes other than customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the customer locations.

3.5 INDIVIDUAL CASE BASIS (ICB)

Service arrangements and pricing will be developed on an individual, case by case basis, in response to a bona fide request from a customer or prospective customer, for a competitive bid for service(s). ICB pricing will be offered to the customer in writing and on a non-discriminatory basis.

3. RATE REGULATIONS AND CONDITIONS

3.6 COMPETITIVE RESPONSE

(N)

A. Description

The Customer Incentive Program is an offering for potential new business and to existing business customers to induce the retention or continuation of existing services by those customers.

B. Terms and Conditions

1. This competitive response offering may be offered to potential new Qwest business customers. In addition, the Company may provide a retention benefit to any existing business customer who has retained a service for some period of time.
2. For potential new business customers, the Company will condition its offers upon a business customer remaining with the Company for a minimum of one year. Any minimum period of time shall be identified to the business customer as part of the offer. In such cases, if the customer terminates service early, they will be billed all of the nonrecurring charge(s) and monthly rate(s) waived under this program.
3. The recipients of the customer incentive offer and the amount of the customer incentive offer shall be in the sole discretion of the Company, but the value of the retention benefit may not exceed the sum of C.1., following.
4. The Company shall determine the particular details, including but not limited to periods and duration, class of customers, services, amounts, and geographic area, so long as each such offer to a particular business customer is not inconsistent with the provisions of this Price List and the amount does not exceed the maximum amount set forth in C.1., following. The Company may prohibit use of this program in conjunction with another offer being marketed by the Company and/or a Company affiliate.

3. RATE REGULATIONS AND CONDITIONS

3.6 COMPETITIVE RESPONSE

(N)

B. Terms and Conditions(Cont'd)

5. Offers may differ based on reasonable criteria, including the following criteria or combinations of criteria below:
 - a. The sales channel through which the products are sold.
 - b. A specific geographic area.
 - c. Existing customers who request to have one or more products disconnected.
 - d. Customers who identify a better competitive offer available to them. Qwest representatives may present to these customers multiple offers up to the maximum value under this Price List.
 - e. Such other facts, criteria, and circumstances as the Company believes are a reasonable basis upon which to distinguish among groups of customers.
 - f. The Company reserves the right to discontinue this offer.

3. RATE REGULATIONS AND CONDITIONS

3.6 COMPETITIVE RESPONSE (CONT'D)

(N)

C. Rates and Charges

1. Customers may be offered one of the following, or the equivalent monetary value, on selected products as determined by the Company:
 - a. A waiver of an amount up to 100% of the current business nonrecurring charge(s), or
 - b. A waiver of up to two months of the recurring rate(s), or
 - c. A waiver of an amount up to 100% of the current business nonrecurring charge(s) and up to two months of the recurring rate(s).
2. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time, or spread over a period of up to 12 months in a fashion determined by the Company.
3. Waiver amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total waived amount will not exceed the value of the total nonrecurring charge(s) plus two months service of the monthly rate(s).
4. In all cases, resellers who use the Customer Incentive Program shall be provided the maximum monetary equivalent of the program as allowed by this Price List and can distribute that value to their end user customers in any manner that they choose. Further, resellers are not required to match the Company's program offers or timing in order to take advantage of the program, and no further wholesale discount is provided to the maximum monetary equivalent. Resellers shall be provided monetary equivalents and they shall not be provided merchandise, coupon offers, or the like.