

Qwest Communications Company, LLC
Price List No. 1

SECTION 2
Index Page 1
Release 9
Effective: 4-20-09

State of Minnesota
Issued: 4-17-09

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

Subject	Page	
Adjustment to Invoices	18	
Advance Payments.....	19	
Allowance for Interruptions.....	23	
Application for Service.....	12	
Cancellation for Cause by the Company	20	
Cancellation of Service by Customer	16	
Change in Service	20	
Contracts / Agreements With End-User Customers	28	
Customer Responsibility.....	11	
Definition of Terms.....	1	
Deposits	19	
Duplicate Bill Charges.....	27	
Establishing and Furnishing Service.....	11	
Federal Government Service Agreements	28	
Inspection.....	20	
Interconnection with Other Carriers	22	
Interest on Deposits	19	
Interruptions.....	23	
Late Payment Charge.....	17	
Liability of the Company	14	
Limitations	11	
Local Access	22	
Natural Disaster Relief For Customers.....	29	(N)
Payment Arrangements.....	17	
Payment For Service.....	27	
Restoration of Service.....	20	
Returned Payment Charge	19	
Special Arrangements	28	
Special Services	25	
Special Taxes, Fees, Charges.....	26	
Terms and Conditions	13	
Testing of Facilities	22	
Undertaking of the Company.....	11	
Use of Service.....	17	

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences which utilize a 950-XXXX, 1-800, or 101XXXX prefix are examples of access code arrangements available to customers.

Accounting Code

A code consisting of two or more digits, which is available to customers for identifying individual users and thereby allocate the cost of long distance service.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Annual Period

The 12-month period commencing on the first day of the term and on each successive anniversary thereof.

Annual Revenue

The aggregate amount, prior to application of any discounts, charged by Qwest in an Annual Period.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a customer.

ATM Adaptation Layer (AAL)

Provides the interface or format conversion (at the end points) between the higher-layer protocols and the ATM layer. The AAL maps the data stream of the originating protocol into the 48 byte payload of ATM cells and, on the receiving end, maps the format into the protocol of the higher level end device. The AAL used is determined by the timing relationship (clocking required), the bit rate (constant (video/voice) or variable (bursty LAN data)) and the type of connection (Connection oriented (frame relay) or connectionless (IP))

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

ATM Layer

Physical interface between the ATM Adaptation Layer (AAL) and the physical layer. It is responsible for relaying cells from the AAL to the physical layer for transmission and from the physical layer to the AAL for use at an endpoint (generating or extracting the 5-byte cell header).

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to customers and authorized users to identify themselves as being entitled to access and use the Company's services.

Authorized User

An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

bps

Bits Per Second

Broadband Circuits

Circuits with a capacity greater than DS1 capacity or 1.544 Mbps.

Bulk Rounding

Qwest uses "Bulk Standard Rounding" to convert from the fourth decimal place to full cents. Bulk Standard Rounding rounds:

- up the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are equal to, or exceed, \$0.0050, and
- down the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are less than \$0.0050.

The difference between the billed charge and the actual call charge, negative or positive is applied to the next call, and such call's actual charges plus such difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. Qwest repeats this process for all calls.

(N)

(N)

(M)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Called Station

The terminating point to which a call is placed (also referred to as the terminating location).

Calling Station

The point from which a call is placed (also referred to as the originating location).

Cell Loss Ratio (CLR)

The value obtained when dividing the number of cells that are lost on a virtual connection of the Qwest ATM Network during a Sample Period due to error or congestion of the Qwest ATM Network by the number of cells transmitted across the virtual connection during the Sample Period.

(M)

(M)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Cell Transfer Delay (CTD)

The delay experienced on a cell between the first bit of the cell being transferred to the receipt of the last bit of the cell being transferred on an ATM network.

Cell Delay Variation (CDV)

The difference between the maximum CTD and the minimum CTD experienced on a single connection during a Sample Period.

Committed Burst Size (B_c)

A usage parameter for traffic control and congestion control. B_c is the maximum data transmission rate on the Qwest Frame Relay network that Qwest agrees to handle over a particular subscriber link under normal network operating conditions.

Committed Information Rate (CIR)

A rate assigned to each Virtual Circuit by a *QWEST FRAME RELAY SERVICE* subscriber. CIRs represent the committed transmission rates between two network ports. CIRs are available in 8 Kbps increments. The Customer or end-user may transmit or receive data over a PVC at speeds greater than the selected CIR up to the speed of the Port (burst). Additionally, burst traffic may be marked by Qwest as Discard Eligible (DE), and subsequently discarded in the event of network congestion.

Company

Refers to Qwest Communications Company, LLC d/b/a Qwest Long Distance.

(T)

Contributory Services

Those services that contribute towards the overall commitment level in Section 4, but are not discountable according to the master discount schedule. By contributing towards the overall commitment level, these services will increase the discount level that is applied to the Discount Eligible category of services under the contract. These services will continue to receive discounts as designated in the individual service contracts. Contribution levels will be based on Monthly Recurring Charges (MRCs) for these services.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Customer Provided Access

End User Connectivity from the Customer premises (business address only) to the QCC's Point of Presence Serving Wire Center (QPOP SWC). May not be applicable if the End User provides direct connectivity all the way to the QCC's POP. If applicable the rate shall be set forth in the Qwest Rates and Services Schedule Interstate No. 3 at www.qwest.com.

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Carrier point of presence are directly linked. Such arrangements may involve interconnection facilities provided by the Customer, another carrier, or a local access provider.

Digital Service (DS)

Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

Discard Eligibility (DE)

A bit indicating that a frame may be discarded in preference to other frames if congestion occurs so as to maintain the CIR. It is the responsibility of the intelligent end-equipment and/or protocol to recognize the discard of a frame and respond by resending the frame.

Discount Eligible Services

Discount Eligible Services contribute towards the overall commitment level for services in Section 4. Discount eligible products which bill on the same billing system can aggregate towards predetermined discount levels, meaning the more spent on this common group of products, the higher the customer's discount will be. Contribution levels will be based on monthly recurring charges (MRCs), counted towards the contract commitment levels and receive term and volume discounts where applicable.

Domestic Calls

Calls within the continental United States, to and from some regions of Hawaii, and to Alaska, Puerto Rico, Guam, US Virgin Islands and The Commonwealth of Northern Mariana Islands.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

DS0

Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS1

Digital Service, Level 1. Consists of 24 DS0 channels and has a capacity of 1.544 Mbps. (Also called T-1)

DS3

Digital Service, Level 3. Equivalent of 28 DS1 channels and operation at 44.736 Mbps. (Also known as T-3)

Excess Burst Size (B_e)

A usage parameter for traffic control and congestion control. B_e is the maximum amount of uncommitted data (in bits) in excess of B_c that Qwest will attempt to deliver on the Qwest Frame Relay network during a Measurement Interval. This data (B_e) is flagged as discard eligible and may be transmitted with a lower probability of receipt than B_c data.

Frame Check Sequence (FCS)

Bits added to the end of a frame for error detection.

Frame Delivery

The percentage of frames which are successfully delivered over the Qwest network, excluding frames which are not delivered due in whole or in part to factors unrelated to the Qwest network.

Frame Relay Access Device (FRAD)

A device that is responsible for framing data with header and trailer information prior to presentation of the frame to the frame relay switch. On the receiving end, the FRAD strips away the frame relay control information so that the target device is presented with the data in its original form. A FRAD is required for connection into the Qwest Frame Relay network.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Frame Relay Network Device (FRND)

A frame relay network router. FRNDs work in conjunction with FRADs which are the user side of the Frame Relay network connection.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a Local Access Transport Area (LATA).

Kbps

Kilobits per second.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Access Provider

A local exchange carrier or other entity which furnishes interconnection facilities between the customer's premises and the Company's point of presence (POP) in a LATA.

Local Calling Area

That area throughout which an exchange service customer, at a given rate, may make calls without the payment of a toll charge. A local service area may be made up of one or more exchange areas.

Mbps

Megabits per second.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Measurement Interval

The interval of time which the Qwest Frame Relay network uses to measure burst rates which exceed the CIR, as well as the length of the bursts.

Monthly Revenue

The aggregate amount, prior to the application of any discounts, charged by Qwest in a monthly period.

New Customer

Any person or entity that has not utilized any Qwest service in the prior 12-month period.

Optical Carrier - Level N (OCN)

The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC1.

Permanent Virtual Circuit (PVC)

A Frame Relay or ATM fixed logical link, whose endpoints and class of service are defined by Qwest. A PVC is a pre-defined virtual circuit that provides the features of a dedicated private line service over a packet switching network between two port connections. Once a PVC is defined, it requires no setup operation before data is sent and no disconnect operation after data is sent. PVCs are defined on the basis of simplex (or asymmetrical) transmission which allows the user to establish different data transmission rates in each direction.

Physical Layer

Includes all electrical and mechanical aspects relating to the connection of a device to a transmission medium, such as the connection of a workstation to a LAN. Included at this layer are issues specific to the manner in which a device gains physical access to the medium and how it goes about putting bits on the wire or extracting bits from the wire. As the lowest level of network processing, the Physical Layer deals with issues such as volts, amps, and pin configurations and handshaking procedures. Communications hardware (e.g., NICs and MAUs) and software drivers are specified at the Physical Layer.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Point of Presence (POP)

The Company's physical presence in a local calling area or LATA that is used for the purpose of transmitting telephone calls.

Premises

The space designated by a customer at its place or places of business for the provision of service.

Presubscription

A service arrangement whereby the customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Private Line Services

Private Line Service is an interLATA high-speed digital communications service using a physical fiber optic connection between two intrastate interLATA locations. Private Line Services are dedicated, non-switchable connections that can provide a constant and committed availability of capacity for a single Customer on a transmission path only between fixed, Customer-specified locations. Private Line transmission speeds range from 64 kbps to 512 kbps, DS1, DS3, OC3, OC12 and OC48 speeds. OC3, OC12 and OC48 speeds are offered on an Individual Case Basis.

Private Line circuits are priced at a fixed recurring charge based on line speed and the V&H miles between two Company POPs. The POPs are determined by locating the nearest available Company POP to the Customer or end-user locations (as determined by the NPA/NXX of the locations).

Promotional Offerings

Discounts and/or other modifications to the Company's standard service offerings, which may be offered from time to time to customers using a particular service. Special Promotional Offerings may be limited to certain dates, times, and locations.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Quality of Service (QoS)

Quality of Service is a measure of the service quality provided to the subscriber. For ATM and Frame Relay services, QoS parameters and reference configurations for the User Network interface are assigned by the ITU-T. Qwest provides different QoS choices for ATM and Frame Relay services as a mechanism for customers to have tighter control of how the network handles their traffic and to match the appropriate network services to the particular needs of their traffic.

Qwest ATM Network

The physical connections and media between and including the Qwest ATM capable carrier class switches (ATM Layer). The Qwest ATM Network does not include any customer premise equipment (including the AAL) or local access facilities.

Qwest Frame Relay Network

The physical connections and media between and including the Qwest Frame Relay capable carrier class switches. The Qwest Frame Relay Network does not include any customer premise equipment, tail circuits, or local access facilities.

Service Category

A specific set of QoS requirements and Usage Parameters selected to meet requirements of a customer's ATM or Frame Relay application.

Service Date

The date the customer begins to utilize the service or the date that the service is made available for use by the customer or its authorized users, whichever is sooner.

Switched Access

An access arrangement whereby the customer uses common lines provided by a local access provider to access Qwest's network.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Switched Virtual Circuit (SVC)

A virtual circuit connection established across a network on an as-needed basis and lasting only for the duration of the transfer. The datacom equivalent of a dialed phone call, the specific path provided in support of the SVC is determined on a call-by-call basis and in consideration of both the end points and the level of congestion in the network. SVCs contrast to Permanent Virtual Circuits (PVCs) which require manual set-up in network switching and customer premises equipment.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Virtual Circuit (VC)

A communications link - voice or data - that appears to the user to be a point-to-point circuit. VCs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as a logical, rather than a physical path, for a call.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

2.2.1 UNDERTAKING OF THE COMPANY

- A. The furnishing of the communications services, under the terms of this Price List, will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interLATA and intraLATA services.
- B. Service consists of the furnishing of transmission capabilities to customers, authorized users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.
- C. The Company, when acting at the customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

2.2.2 LIMITATIONS

- A. Service is offered subject to the availability of facilities and the provisions of this Price List.
- B. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer having call volume or calling patterns that result, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
- C. Service may be discontinued without notice to a customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.
- D. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- E. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 LIMITATIONS (CONT'D)

- F. The customer shall not use, nor permit others to use, the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
- G. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
- H. Neither the services provided pursuant to this Price List, nor the customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.
- I. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.3 TERMS AND CONDITIONS

- A. Service is provided on a monthly basis, 24 hours per day as described herein. For the purpose of computing charges in this Price List, a month is considered to have 30 days.
- B. The customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- C. The customer agrees to operate Company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the customer to be responsible for damages to equipment pursuant to this Price List.
- D. The customer agrees to return all Company-provided equipment to the Company within five days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the customer's failure to comply with this provision.
- E. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The customer shall be responsible for making any necessary arrangements for the Company's entrance to the customer's premises.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.3 TERMS AND CONDITIONS (CONT'D)

- F. In the event the Company files suit or retains an attorney to enforce the terms of this Price List, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- G. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- H. Except as otherwise provided herein, or as specified by the party entitled to receive service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

2.2.4 LIABILITY

- A. The Company shall not be liable to customer or any other person, firm, entity, for any failure to perform its obligations under this Price List due to any cause or causes beyond its reasonable control, as determined by the Company.
- B. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company shall be indemnified and held harmless by the customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 LIABILITY (CONT'D)

- D. The Company shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- E. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.
- F. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- G. In no event shall the Company or any of its affiliates be liable to a customer, its customers or any of their affiliates under this Price List for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Price List, even if the customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- H. The customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Price List; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to customer under this Price List.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 LIABILITY (CONT'D)

- I. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities, shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.
- J. In no event shall the Company or any of its affiliates be liable to the customer, its customers or any of their affiliates under this Price List for damages to customer's supplier's interconnection facilities resulting from the furnishing of services, including the installation and removal of equipment and associated wiring.
- K. In no event shall the Company or any of its affiliates be liable to the customer, its customers or any of their affiliates under this Price List for any act or omission of any other entity furnishing a portion of the service, facilities or equipment associated with the service or for damages caused by services, facilities or equipment furnished by such entity.
- L. The Company shall be entitled to take, and shall have no liability whatsoever for any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency. The customer shall cooperate fully with the Company and take all actions, as may be requested by the Company, to comply with any such rules, regulations, orders, decisions or directives.

2.2.5 CANCELLATION OF SERVICE BY A CUSTOMER

A customer may discontinue service, either in part or in its entirety.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.6 USE OF SERVICE

- A. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
- B. Service furnished by the Company may be used for one or more of the following:
- for the transmission of communications by the customer;
 - for the transmission of communications by an authorized user as defined herein;
or
 - for the transmission of communications to or from a customer of another common carrier, which has subscribed to the Company's communications services.
- C. The customer shall not use nor permit others to use the service in a manner that could impede or interfere with the services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
- D. No person, firm, corporation, agency, customer, authorized user or other entity shall resell nor permit others to resell the Company's services without the prior written consent of the Company.

2.2.7 PAYMENT ARRANGEMENTS

- A. The customer is responsible for payment of all charges for services furnished to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.7 PAYMENT ARRANGEMENTS (CONT'D)

- B. Usage charges are billed after each usage cycle. In the event that the Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of services in the period in question for billing purposes.
- C. Nonrecurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the customer.
- D. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one percent (1.0%) per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may accrue upon any unpaid amount commencing five (5) days after the date the payment is past due. (N)
- E. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges. (N)
- F. All stated charges in this Price List are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc., shall be paid by the customer. (T)
- G. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company within 60 days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate. (T)
- H. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Price List, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith. (T)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.7 PAYMENT ARRANGEMENTS (CONT'D)

- I. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment that is not honored or paid by the customer's designated financial institution will be considered as nonpayment. A charge will apply whenever a payment for service on an active account is not accepted by the customer's designated financial institution. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's return payment charge applies.

CHARGE

- Returned Payment Charge, per occasion \$10.00

- J. If a check, draft, or other payment instrument remitted by a customer or authorized user is dishonored more than once during a 12-month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

- K. The applicant or customer may be required to make a deposit to be held as a guarantee for the payment of charges for services furnished. When service is terminated, the amount of the deposit, with interest, will be applied to any indebtedness to the Company. A deposit will be refunded or credited to the customer's account after 12 months if the customer has not been delinquent in payment. 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.

- L. In the event that a customer's account becomes delinquent, the Company may require the prepayment of additional months of actual or estimated recurring and/or nonrecurring charges for the services ordered hereunder as a condition of the continued provision of all such services. The Company also reserves the right to eliminate or otherwise modify any discounts applicable to any service being supplied to the customer under such circumstances.

(T)
—
(T)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.8 CHANGE IN SERVICE ARRANGEMENT

When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use.

2.2.9 RESTORATION OF SERVICE

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.2.10 INSPECTION

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this Price List, and with installation, operational, or maintenance specifications of the Company. If requirements are not met, the Company may interrupt the service at any time, without penalty to the Company.

2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY

- A. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Price List or any applicable laws, rules or regulations, or upon non-payment of any sum owed to the Company.
- B. The Company may immediately discontinue the furnishing of services to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- C. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, if the customer:
 - refuses to furnish information regarding the customer's credit-worthiness, its past or current use of common carrier services, or its planned use of services; or
 - provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of services.