

**Qwest Corporation
Exchange and Network
Services Tariff No. 1**

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITIONS

Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the communications path of the telecommunications system.

Central Office Connecting Facility

A facility furnished to an Other Common Carrier by the Company (in accordance with the Company's Facilities for Other Common Carriers Tariffs) between the terminal location of the Other Common Carrier and a point of connection on the Company premises.

Class of Service

Residence main station, business main station, and 911 Service.

Communications Systems

Channels and other facilities which are capable, when not connected to exchange and/or long distance message telecommunications service, of communications between customer-provided terminal equipment.

Customer

Any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency to whom the Company agrees to furnish communications service under the provisions and regulations of its Tariffs.

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2.1 DEFINITIONS (CONT'D)

Customer-Provided Terminal Equipment

Devices or apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which, when connected to the communications path of the telecommunications system, are so connected either electrically, acoustically, or inductively.

Customer Request

The contact (call, visit or correspondence) during which the customer provides sufficient information to effect service order work.

Data Access Arrangement

A protective connecting arrangement for use with the network control signaling unit or, in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth elsewhere.

Exchange

A unit established for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs within which the Company furnishes service at the rates and under the regulations applicable to that area set forth in its filed tariffs. It consists of one or more central offices, together with the associated plant used in furnishing communications service within that area.

Extended Area Service

The service described in Section 5 entitles the customer to service without other charge to all stations connected with a designated exchange. Extended Area Service is provided by means of special extended service circuits between the two exchanges.

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2.1 DEFINITIONS (CONT'D)

Installation Charge

A charge designed to recover nonrecurring costs associated with the installation of services.

Interface

That point on the premises of the customer at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

Local Exchange Access Line

Facilities from the central office up to and including the first jack location designated to secure individual and party line service.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number, identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Company, Other Common Carrier or the customer for the provision of network control signaling.

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2.1 DEFINITIONS (CONT'D)

Network Interface

The Network Interface consists of a miniature modular standard jack for the connection of customer premises inside wire. The Network Interface is provided as part of the Exchange Access Line.

Nonrecurring Charge

A one-time charge made under certain conditions, to connect, move or change telephone service or facilities.

Service Terminating Arrangement

Company-provided equipment which terminates telecommunications services at a customer's premises. The Service Terminating Arrangement provides a clearly delineated interface which facilitates the design, isolation and testing of telecommunications services. Where a protective connecting arrangement is required, the Service Terminating Arrangement is provided as a part of the protective connecting arrangement.

Standard Network Interface

The point of connection with the Telecommunication Network which is located at the customer's premises at a place deemed necessary by the Company in order to insure transmission quality and which is readily accessible to the customer.

Telecommunications Service Priority (TSP)

The regulatory, administrative, and operational system developed by the Federal Government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The Federal Communications Commission (FCC) defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States. See Section 10. of the Access Service Tariff for regulations, rates and charges.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE

A. Refusal

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation on whose premises is located any telephone facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

B. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 business day grace period. If after 30 business days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) shall be applied. These cancellation and deferment provisions apply to requests for 5 or more analog or digital exchange access lines.

C. Use of Service

1. Limitation on Use

Service is furnished to customers for use only by the or by employees or representatives when engaged in business.

When the general service to the public is impaired by a customer's use of exchange service, the Company shall have the right to require the customer to contract for and properly man as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

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2.2.1 APPLICATION FOR SERVICE (CONT'D)

D. Transfer of Service Between Customers

1. Responsibility For Charges Associated With Telephone Numbers

When a person firm, partnership, corporation, club, or association becomes a customer either through taking over an existing service and the associated telephone number or numbers, or requests service be established by means of a specific previously used telephone number or numbers, all outstanding charges associated with such number or numbers will be made known to the prospective customer. The prospective customer may then choose to:

- Continue the existing service whereby they assume responsibility for all outstanding charges; or
- Reestablish the service whereby they shall pay a nonrecurring charge for the service requested as specified in this Tariff.[1]

Assignment of the telephone number or numbers to the prospective customer will be conditioned upon receipt of the customer's acceptance of one of the above criteria plus acceptance of classified directory advertising charges for the remainder of present contracts.

The above charges will not apply to the new customer if the number is changed or if new service is established with a different telephone number. The transfer of calls from the old to the new number will not be provided in these cases.

	NONRECURRING CHARGE		
	USOC	RESIDENCE	BUSINESS
<ul style="list-style-type: none">• Change of responsibility applies for ongoing rates, charges and contractual obligations when a new customer takes over the account except as specified in 3.1.1.B.2. or when a customer regrades from residence to business service and requests a final bill.	SBG	\$9.55	\$15.50

[1] The option to reestablish service in lieu of paying outstanding charges will not apply where the previous responsible party remains a part of the business or household.

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2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.2 OBLIGATION TO FURNISH SERVICE

1. Facilities and lines furnished by the Company on the premises of a customer, authorized user or agent of the Company are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
2. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.2.7 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

The Company does not undertake to continue the furnishing of service to a customer in any exchange area through any particular central office in that area and may change the telephone number or the central office designation whenever it deems it desirable in the conduct of its business.

		NONRECURRING CHARGE	
	USOC	RESIDENCE	BUSINESS
• Change of telephone number initiated by customer	NCK	\$9.55	\$10.00

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2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Reasons For Termination

Following the disconnection of service for any of these reasons, the Company will immediately notify the customer thereof.

1. The Company may disconnect, without advance notice:
 - a. Service which is used in such a manner as to interfere with the service of other telephone users.
 - b. Service used by a customer in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer of the telephone of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the telephone service of others.
 - c. Service that is used for any purpose other than as a means of communication.

2. Unlawful Purpose

The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

3. Violation of Regulations

In the event of default of payment of any sum due for either exchange or toll service or both, the use of foul or profane language, the impersonation of any other person with fraudulent intent, listening in on party line conversation, or any other violation of conditions governing the furnishing of service, the Company may either suspend service or terminate the service without suspension.

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED (CONT'D)

B. Nonrecurring Charge For Restoral of Service

1. For service temporarily suspended, either for nonpayment of charges due or for violation of the regulations of the Company as described in A., preceding, a restoral charge, in addition to charges due for service and facilities, shall apply.

	USOC	NONRECURRING CHARGE
<ul style="list-style-type: none">• Each restoration of service, per account	NPP	\$25.00
2. Where the service has been completely disconnected, charges are those for a new installation in addition to any charges due for service and facilities.		

2.2.11 SPECIAL SERVICES

A. Work On Customer's Premises

It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, equal to the amount of overtime or premium time payments.

It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges.

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.11 SPECIAL SERVICES (CONT'D)

B. Special Arrangements

The rates and charges quoted in this Tariff contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.

For special service arrangements to be provided by this Company, and not specifically covered in this Tariff, charges equivalent to the estimated cost of furnishing such arrangements apply.

Estimated cost consists of an estimate of the following items to the extent that they are applicable:

- Cost of maintenance.
- Cost of operation.
- Depreciation on the estimated installed cost of the special service arrangement, based on the anticipated useful service life of the same with an appropriate allowance for the estimated net salvage.
- Administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items.
- Any other specific items of expense associated with the particular situation.
- A reasonable amount, computed on the estimated installed cost of the special service arrangement, for return and contingencies.

Estimated installed cost includes cost of materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts.

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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 initial service period for service and facilities is one month, except as otherwise specified hereinafter.
- b. Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making a hazardous investment because the customer's location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.
- c. Service for which the initial service period is one month may be terminated prior to the expiration of such period only by payment of charges for the entire initial period. The charges for any supplemental item of service or facilities furnished in connection with such service shall, however, be terminated in accordance with the regulations applicable to that item of service or facilities.
- d. No charge is made for discontinuing any or all of the service or facilities furnished a customer, provided the initial service period for the service or facilities to be discontinued has expired and that any minimum charges for items of service or facilities have been paid in full.

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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% percent 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 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.

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2.2.14 TERMINATION OF SERVICE

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

3. Partial Disconnect

If the customer discontinues a portion of their 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. The charges cannot be included as part of the new service agreement;
- All applicable nonrecurring charges will be assessed for the new contracted service(s).

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.2 PAYMENT OF BILLS

A. Charges Due

Charges for exchange service and facilities are due in advance. Charges for toll and long distance service are due when the bill for such service is rendered. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for exchange service and facilities furnished at the customer's request and for all toll and long distance service furnished at the customer's station or stations, including charges for toll messages received at the customer's station or stations on which the charges have been reversed.

The Company shall only utilize credit policies and reasonable and equitable methods in its debt collection practices as specified in the Administrative Rules of the South Dakota Public Utilities Commission.

B. Late Payment Charge

1. A charge at the rate of 1 1/2% or \$1.00, whichever is greater, applies to all amounts previously billed on customer's bills and remaining unpaid at the time the next bill is prepared.
2. Government accounts, other than Federal or State, where this regulation and state law could conflict, shall be extended an additional 30 days. Amounts unpaid at the end of that 60-day period will be assessed a late payment fee of 3% and 1 1/2% per month thereafter. Where there is no meeting date conflict, the extension does not apply.
3. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
4. The late payment charge does not apply to final accounts.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.2 PAYMENT OF BILLS

B. Late Payment Charge (Cont'd)

5. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
6. The late payment charge applies to customers' accounts with an unpaid balance of greater than \$15.00.

C. Returned Payment Charge

A returned payment charge is applicable to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason for insufficient funds or no account.

CHARGE

- Returned Payment Charge \$25.00 (I)

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2.3 PAYMENT FOR SERVICE (CONT'D)

2.3.3 ADVANCE PAYMENTS AND DEPOSITS

1. Except as hereinafter provided, applicants for service are required to pay in advance, at the time the application is made, any Nonrecurring Charges or Installation Charges applicable, and to pay the charges for one billing period for exchange service and facilities ordered.
2. The Company may, in order to safeguard its interest, require an applicant to make suitable deposit to be held as a guarantee of the payment of charges. In addition, an existing customer may be required to make a deposit or to increase a deposit presently held in cases where their credit, in the judgment of the Company, becomes impaired. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the contract is terminated, the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company, such deposit may be refunded or credited to the customer at any time prior to termination of the contract. In case of a cash deposit, simple interest at 7% is paid for the period during which the deposit is held by the Company.

The Company may refuse an application for service made by a present or former customer who is indebted to the Company for the same class of service previously furnished, in the state of South Dakota, until the indebtedness is satisfied. In the event that service is connected for a customer who is indebted to the Company for the same class of service previously furnished such customer, the service may be terminated by the Company unless the customer satisfies the indebtedness after written notification.

3. Where charges for construction apply, such charges are collected in advance if circumstances make that advisable in order to safeguard the Company's revenue. In such cases, and in cases where installation charges are based on the cost of labor and material required, any advance payments are estimated and any adjustments which may be necessary are made when the work is completed.
4. Advance payments are not required for service furnished customers whose financial responsibility is a matter of general knowledge. This also applies to Federal, State, County and Municipal governments.

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2.3 PAYMENT FOR SERVICE (CONT'D)

2.3.4 ADJUSTMENT OF CHARGES

A. Interruptions

1. The Company shall make all reasonable efforts to prevent out-of-service conditions. Out-of-service is defined as:
 - The customer has lost the ability to either originate or receive calls from a premises or location such as a place of business or office locations, or
 - A central office line or trunk cannot be used to either originate or receive calls.
2. In the event of an out-of-service condition, which is not due to the negligence or willful act of the customer, a pro rata adjustment will be made of any fixed monthly or annual charges for the service and facilities affected by said out-of-service conditions as follows:
 - When the out-of-service period extends beyond 24 hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage from the time it is reported to or detected by the Company.
 - If, in the judgment of the Company, circumstances prevent a customer from notifying the Company of an outage-of-service, the requirement for notification to or detection by the Company may be waived. If known by the Company, the period adjusted will begin with the time at which the out-of-service occurred. In all other cases, this period will be considered to have begun at the time the customer first became aware of the service outage.
 - When an out-of-service condition, reported to the Company, continues for a period less than 24 hours, adjustments for such outages will be made, if in the opinion of the Company, circumstances so warrant.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (CONT'D)

2.3.5 PAYMENT PLANS

A. Installment Billing for Nonrecurring Charges

Nonrecurring charges for service provided or work performed by the Company (including, but not limited to, product specific nonrecurring charges, Installation and Special Construction charges and final bills for service) are normally payable in full upon presentation of the bill. Where both the Company and the customer agree, a nonrecurring charge may be paid in consecutive monthly installments. The date of payment of each consecutive monthly installment shall be determined by the Company's billing schedule. No more than 24 monthly installments will be permitted for any single transaction. If a customer shall fail 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 service. The customer shall have the option to prepay the entire unpaid balance at any time before maturity.

B. Credit Card Billing of Nonrecurring Charges

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

Master Charge
BankAmericard/Visa

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY

2.4.1 SERVICE LIABILITIES

A. Limitations

1. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.
2. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).
3. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
4. Calling Privileges

Company tariffs govern and fix the outgoing service of customers and in no manner guarantees to them the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

**Qwest Corporation
Exchange and Network
Services Tariff No. 1**

SECTION 2

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Release 1

State of South Dakota
Issued: 12-31-2003

Effective: 1-1-2004

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY

2.4.1 SERVICE LIABILITIES (CONT'D)

B. Transmission of Messages

The function of the Company is to furnish means of communication between access lines. Acceptance, by employees, of written or verbal communications from the public, for transmission or delivery, is forbidden.

C. Defacement of Premises

No liability shall attach to the Company be reason of any defacement or damage to the customer's premises resulting from placing the Company's apparatus and associated wiring on such premises, or by the removal thereof when such defacement or damage is not the result of negligence on the part of the Company or its employees.