

**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**

**2.5 RESPONSIBILITIES OF THE CUSTOMER**

A. Care of Equipment

The facilities furnished shall be carefully used and cared for by the customer and shall be surrendered to the Company upon termination of the customer's right of use in as good condition as when received, ordinary wear and tear alone excepted.

All ordinary expense of maintenance and repair, unless otherwise specified in the Company's tariffs or in the contract for the use of the equipment, will be borne by the Company. In case of damage to, or destruction of, any of the said facilities due to negligence or willful act of the customer, the customer shall pay either the cost of replacing the facility or the cost of restoring the facility to its original condition.

B. Protection of Construction

The customer shall protect the construction of the Company facilities used to render the service against other users of the property when, in the judgment of the Company, such other uses would impair its service or constitute a hazard to its property or to the safety of its employees.

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

**2.6 SPECIAL TAXES, FEES, CHARGES**

1. Adjustments for Municipality Payments

In the event that a municipality collects or receives any payment or payments from the Company for or by reason of the use of the streets, alleys, and public places of the municipality or for by reason of the operation of the Company's business or any portion or phase thereof in the municipality, whether such payments be called a tax, assessment, license fee, percentage of earnings or revenues, lump sum payments, or otherwise, or whether such payments were made under the provisions of any law, ordinance, resolution, franchise, permit, or otherwise, bills for the Company's services in such municipality will be increased during the period or periods in which any such payment or payments are collected or received by an aggregate amount approximating the amounts of such payment or payments, and bills to the Company's customers rendered under the several rate schedules in effect in such municipality will be increased by the applicable proportionate part of any such payment or payments.

2. Royalty Fees

Any royalty fees incurred by the Company for the performance of copyrighted works which apply to customers' use of tariffed services shall, insofar as practicable, be billed pro rata to the customers using such service.

3. Telecommunications Surtax For Communication-Impaired Persons

A surtax will be collected from local service customers to be remitted to the South Dakota Department of Revenue for the Department of Human Services. The Department of Human Services will establish and administer a program to distribute communication devices to eligible communication-impaired persons and to create and maintain a dual party relay service.

This surtax is applied to each local exchange access line unless exempt from taxation.

|          | <b>USOC</b> | <b>MONTHLY<br/>RATE</b> |
|----------|-------------|-------------------------|
| • Surtax | AH8         | \$0.15                  |

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

**2.12 NATURAL DISASTER RELIEF FOR CUSTOMERS**

In situations where customers' telecommunications services are interrupted by natural disasters, the Company may offer alternative telecommunications services to customers in the immediate affected area, and waive otherwise applicable charges for those services. The availability and details of the offers, including, but not limited to, the maximum duration of the offer or waiver of any applicable charges, will be determined by the Company in each instance of natural disaster.

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