

Qwest Corporation
Services Catalog No. 2
Wyoming

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NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 SCOPE

- A. The Company does not undertake to transmit messages under this Catalog.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Catalog.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Catalog and associated Technical Publications.

2.1.2 LIMITATIONS

- A. The customer may not assign or transfer the use of services provided under this Catalog; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - 1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - 2. A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.2 LIMITATIONS (CONT'D)

- B. In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Catalog shall apply to such assignee or transferee.
- C. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- D. The assignor or transferor and the assignee or transferee will be required to sign a Transfer of Use Agreement assuming all outstanding indebtedness as set forth in A.1., preceding. In all cases where there is no interruption of use or relocation of the services (i.e., change in Carrier Identification Code (CIC) or any other technical and/or physical change to the service), administrative changes will be made without charge(s).
- E. The installation and restoration of services shall be subject to the terms and conditions set forth in Section 12, following, concerning the Telecommunications Service Priority (TSP) System.
- F. Subject to compliance with the rules mentioned in E., preceding, the services offered herein will be provided to customers on a first-come, first-served basis.
- G. The provision or continuation of service may be limited in order to comply with orders issued under wartime authority of the President of the United States.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Catalog. 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, including IC Subscription, and subject to the provisions of B. through G., following, the Company's liability except as set forth in 12.3.7, following, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Catalog as a Credit Allowance for a Service Interruption.
- B. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- C. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Catalog, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - 2. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer or;
 - 3. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Catalog.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.3 LIABILITY (CONT'D)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Catalog. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Catalog and will indemnify such customer for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Catalog shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for Service Interruptions as set forth in 2.4.5, following.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 PROVISION OF SERVICES

- A. The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this Catalog at rates and charges specified therein.

2.1.5 INSTALLATION AND TERMINATION OF SERVICES

- A. All Services Except Expanded Interconnection Service

The services provided under this Catalog (a) will include any entrance cable or drop wiring to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a customer-designated premises and (b) will be installed by the Company to such Point of Termination (POT). Access Service has only one POT per customer premises. Any additional terminations beyond such POT are the sole responsibility of the customer.

- B. Expanded Interconnection (EI) Service

The Expanded Interconnection Service provided for under this Catalog will include the appropriation, installation and termination of equipment in accordance with the regulations as set forth in Section 21, following.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 MAINTAINING SERVICES

The services provided under this Catalog shall be maintained by the Company except for interconnector provided and owned fiber optic facilities at the point of interconnection for EI Service. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company or contained in a Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.), except with prior written consent and presence of a Company-designated inspector.

2.1.7 CHANGES AND SUBSTITUTIONS

- A. Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Catalog, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company.
- B. In case of any such substitution, change or rearrangement, the Performance Characteristics will be within the range as set forth in this Catalog and associated Technical Publications. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 REFUSAL AND DISCONTINUANCE OF SERVICE

Provisions for the refusal and discontinuance of service are set forth in 2.4.4, following.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.10 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements.

2.1.11 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.12 PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer reasonable notice of the effective date and an explanation of the reason(s) for such change(s).

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2. GENERAL REGULATIONS

2.2 USE

2.2.1 INTERFERENCE OR IMPAIRMENT AND UNLAWFUL USE

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Catalog shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A., preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.5, following, is not applicable.
- C. The services provided under this Catalog shall not be used for any unlawful purpose.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 DAMAGES

The customer shall reimburse the Company for damages to Company facilities for all services utilized to provide services under this Catalog caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 OWNERSHIP OF FACILITIES AND THEFT

Facilities utilized by the Company to provide service under the provisions of this Catalog shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 EQUIPMENT SPACE AND POWER

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Catalog at the POT of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Company services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.4 AVAILABILITY FOR TESTING

The services provided under this Catalog shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 BALANCE

All signals for transmission over the services provided under this Catalog shall be delivered by the customer balanced to ground except for ground start and duplex (DX).

2.3.6 DESIGN OF CUSTOMER SERVICES

Subject to the provisions of 2.1.7, preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 REFERENCES TO THE COMPANY

The customer may advise their end users that certain services are provided by the Company in connection with the service the customer furnishes to their end users; however, the customer shall not represent that the Company jointly participates in these services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.8 CLAIMS AND DEMANDS FOR DAMAGES

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Catalog, any circuit, apparatus, system or method provided by the customer.
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this Catalog. Included, without limitation, are Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material. Also included without limitation are libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment. In addition, proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Catalog shall be included in the indemnification. However, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- C. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Catalog.

2.3.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

A. Jurisdictional Determinant

Pursuant to Federal Communications Commission order F.C.C. 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

For purposes of CCSAC ISUP Call Set-up requests, Percent Other Messages (POM) shall be established by dividing the customer CCSAC ISUP Call Set-up requests (originating and terminating) associated with local, EAS, intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll by the total number of CCSAC ISUP Call Set-up requests (originating and terminating) and expressing the result as a percentage in a whole number.

When mixed interstate and intrastate Access Service is provided on the same Access Service transmission path, all charges between interstate and intrastate are prorated as set forth in 2.3.11, following.

B. Jurisdictional Requirements

The customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., a number 0 - 100) when ordering Switched Access Service in a LATA, including EF and DTT Facilities. When a customer-provided PIU factor is required and the customer has previously submitted a Jurisdictional Report (i.e., Letter on File [LOF]) as set forth in C., following, the LOF PIU factor is required on each Access Service Request (ASR).

For CCSAC, customers who are third party signaling providers must develop their jurisdictional factors based upon the weighted average of the jurisdictional factors of their customers.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

B. Jurisdictional Requirements (Cont'd)

1. CCSAC

When a customer initially orders CCSAC Service in a LATA, the customer shall state in its order a PIU factor in a whole number (i.e., a number of 0 - 100). The customer shall also state in its order a POM factor in a whole number (i.e., a number of 0 - 100). Other messages are defined as ISUP Call Set-up requests associated with local, Extended Area Service (EAS) and intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll calling.

Upon request from the customer, the Company will provide to the customer, within 30 days, the Company originated CCSAC ISUP Call Set-Up requests associated with local, EAS, IntraMTA (for CMRS providers only), the Local Exchange Company portion of jointly provided switched access and Company originated toll for the calendar month specified in 2.3.10.C.2.a., following, for traffic on Local Interconnect Service and Wireless Type 2 trunks. Qwest will provide data based on actual records, defined as either call detail records, call message counts (including incomplete attempts) or signaling message records, as agreed upon by the Company and the customer.

If the customer has signaling associated with calls that do not utilize the Company's switched access network, or Wireless Type 2 traffic, this data should also be included in the calculation of the CCSAC PIU and POM to the extent that such data is available. To the extent this data is not available, the customer may declare the CCSAC PIU and POM based on the data that does exist, and assume that the traffic for which data does not exist exhibits the same CCSAC PIU and POM proportions as that for which data does exist.

The total of the PIU and POM shall not exceed 100. If the total of PIU and POM exceeds 100, then the PIU takes priority and the balance (100 - PIU) will be defaulted to POM. The Company will designate the number obtained by subtracting the projected PIU and POM factors furnished by the customer from 100 as the projected intrastate percentage of use. The projected PIU factor is used by the Company to apportion the message, monthly and nonrecurring charges associated with the CCS Link, STP Port, CCSAC Entrance Facility and Direct Link Transport between interstate and intrastate.

NOTICE

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

B.1. (Cont'd)

The projected PIU and POM are used to apportion the ISUP Call Set-up requests as interstate, intrastate and other for charging purposes. ISUP Call Set-up requests reported as POM will not be charged, provided that if the customer charges the Company for ISUP Call Set-up requests for Company originated traffic, the Company may charge the customer for ISUP Call Set-up requests associated with customer originated traffic in the same categories of traffic billed by the customer (i.e., local, EAS, intraMTA, Local Exchange Company portion of jointly provided switched access or Company originated toll traffic).

If a customer does not provide a PIU factor, the Company will apply a default PIU factor of fifty percent (50%). If a customer does not provide a POM factor, the Company will apply a default POM factor of zero percent (0%) except in those instances where the Company fails to provide the requested data described above with respect to the initial submission of the POM in a LATA, in which case the Company will apply a default CCSAC POM equal to the number obtained by subtracting the declared CCSAC PIU from 100.

The PIU and POM factors will be used by the Company until a revised PIU or POM factor is reported as set forth in C., following. A LATA-level PIU and POM factor shall be provided for CCSAC Service provided within a LATA for the revised reports.

2. Switched Access Service Expanded Interconnection Channel Termination

When a customer orders a Switched Access Service Expanded Interconnection Channel Termination (as set forth in Section 21, following), the customer shall state in its order the PIU factor in a whole number (i.e., a number 0 - 100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.

The customer shall update the EICT PIU factor via a jurisdictional report as set forth in C., following. If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report and follow the steps as set forth in C., following. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be fifty percent (50%) until a revised PIU factor is provided via a jurisdictional report. Upon receipt of the customer's report, the Company will begin using the interstate percentage as set forth in C., following.

NOTICE

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)

C. Jurisdictional Reports

1. Percent Interstate Use (PIU) Factor

Except where Company measured access minutes are used as set forth in 2.3.10.B.2. of the Access Service Price Schedule, the customer reported PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines.

- a. The customer may update the PIU factor via a Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months' of data, ending no more than seventy-five (75) days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for the next three months' billing beginning in February, May, August and November, respectively.
- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated.
- c. The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve (12) month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e.g., originating, terminating, 8XX, 900, etc.) and service type.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

C.1. (Cont'd)

- d. The Company may request the actual call detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual call detail records will be used to statistically substantiate the interstate percentage provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i.e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year.
- e. If quarterly reports are not supplied by the customer, the following steps will be taken by the Company:
 - (1) If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be the same as those provided in the order for service as set forth in B., preceding. In any case, the Company reserves the right to request actual call detail supporting the customer's reported PIU, as specified preceding.
 - (2) If a quarterly report has never been received from the customer, and the customer failed to report a PIU in the order for service, the Company will designate a fifty percent (50%) interstate percentage beginning with the next billing period. This interstate percentage will be applied until a quarterly PIU report is submitted.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

C. Jurisdictional Reports (Cont'd)

2. Percent Other Message (POM) Factor

The customer-provided POM factor will apply to CCSAC ISUP Call Set-up requests only, and will be used until the customer reports a different projected POM factor based on the following guidelines:

- a. The customer may update the POM factor via jurisdictional report on a quarterly basis. The customer shall report the POM factor for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the POM factor for the most current data available. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than seventy-five (75) days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated POM factor shall be based on actual records, defined as either call detail records, call message counts (including incomplete attempts) or signaling message records. The POM factor may be based on a statistically valid sample. The POM factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised POM report. If the customer requests the Company to provide data, per the terms of 2.3.10.B.6., preceding, the data provided by the Company will comply with the terms of this Section.
- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the POM percentage that was in effect at the time the usage was generated.
- c. The customer shall maintain and retain the work papers that show how the POM was determined and a summary derived from the actual records for a minimum twelve (12) month period which statistically substantiates each POM provided to the Company. This summary at a minimum shall include month, year and state. If the customer requests the Company to provide data, per the terms of 2.3.10.B.6., preceding, the Company will comply with the terms of this Section with respect to the data it provides.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

C.2. (Cont'd)

- d. The Company may request the data used to develop the POM, or a statistically valid sample of such data, on a prospective basis, not to exceed a consecutive three-month period. The data will be used to statistically substantiate the POM provided to the Company and the process by which it is developed. Such data shall consist of call or message information of sufficient detail to substantiate the jurisdictional factors provided by the customer. If the Company has provided data, as requested by the customer per the terms of 2.3.20.B.6., preceding, this data will not be part of the request and is not the responsibility of the customer. In addition, the customer may request more detailed data used to develop the summary data provided by the Company or a statistically valid sample of such data, on a prospective basis, not to exceed a consecutive three month period. In response to this request the Company will provide data by trunk group.
 - e. Except as provided in 2.3.10.B.6., preceding, where the Company fails to provide requested data, if a quarterly report has never been received from the customer, and the customer failed to report a POM in the order for service, the Company will designate a zero percent (0%) POM beginning with the next billing period. This POM will be applied until a quarterly POM report is submitted.
- D. The Company will provide to the Commission annual reports on March 1st showing the interstate percentage reported to the Company over the previous calendar year by Access Service customers.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)

E. Jurisdictional Report Dispute and Auditing Procedures

If a billing dispute arises concerning the projected interstate percentage, the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in 1. and 2., following.

1. Access Services

- a. If the Company questions the information provided by the customer in C., preceding, the Company will send a letter to the customer (by certified U. S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.
- b. If no response is received from the customer, the Company will send a letter to the customer (by certified U. S. Mail, return receipt requested) requesting the work papers and summary as described in C., preceding, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the customer submits the work papers and summary as requested in b., preceding, the Company will review this information within thirty (30) days after receipt of the customer's information.
- d. If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.
- e. If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in g., following.
- f. If no response is received from the customer, the Company will begin the auditing procedures as set forth in g., following.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

E.1. (Cont'd)

- g. When jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
 - If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
 - The customer may select an independent CPA auditing firm and pay all audit expenses.
 - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.
- h. The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to C., preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.

2. Access Service Billing

For Access Service Billing (as described in 12.3.5, following) the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage if a billing dispute arises or a regulatory commission questions the customer-provided interstate percentage. The customer shall supply the data within thirty (30) days of the Company request. The Company will not request such data more than once a year. The customer shall keep records of system design and functions from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, make the records available for inspection as reasonably necessary for purposes of verification of the percentages.