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

**2.4 LIABILITY OF THE COMPANY**

**2.4.1 SERVICE LIABILITIES**

In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

A. Limitations

NO LIABILITY SHALL ATTACH TO THE COMPANY FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS OF THE COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, TERMINATING, OR CHANGING THE SERVICE OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OF INFORMATION IN RESPECT THEREOF OR WITH RESPECT TO THE CUSTOMERS OR USERS OF THE SERVICE OR FACILITIES) IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

B. Transmission

1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone.
2. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and 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.

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

**2.4 LIABILITY OF THE COMPANY**

**2.4.1 SERVICE LIABILITIES (CONT'D)**

C. Connections With Other Telephone Companies

When the lines of other companies are used in establishing connection to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

D. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

**2.4.2 MAINTENANCE AND REPAIR**

A. All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified.

B. Nonrecurring charges do not apply to repair services.

**2.4.5 HAZARDOUS OR INACCESSIBLE LOCATIONS**

A. In areas the Company considers hazardous or inaccessible to its employees, the customer may be required to furnish, install and maintain the facilities or equipment.

B. Such installations must meet Company specifications and the rules which apply to customer-provided equipment.

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

**2.5 RESPONSIBILITIES OF THE CUSTOMER**

**2.5.1 LOST OR DAMAGED EQUIPMENT**

- A. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified in this Catalog. In case of damage to, or destruction of any of the Company's instruments, facilities or accessories due to the negligence or willful act of the subscriber and not due to ordinary wear and tear, the subscriber will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed.
- B. The customer is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished to him.

**2.5.2 BUILDING SPACE AND ELECTRIC POWER SUPPLY**

When Company equipment installed on the customer's premises requires power for its operation, the customer is required to provide such power.

**2.5.3 USE OF TELEPHONE ALARM REPORTING DEVICES**

Devices that automatically dial a predetermined telephone number and transmit a prerecorded message may be used only after authorization has been obtained from the party to whom the called telephone number is assigned or that party's agent. In those cases where the number dialed is assigned to a public emergency agency, written authorization is required.

**Qwest Corporation**  
**Services Catalog No. 2**  
**Wyoming**

**EXCHANGE AND  
NETWORK SERVICES**  
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**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.6 SPECIAL TAXES, FEES, CHARGES**

- A. Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.
- B. Hearing or Speech Impaired Program

In compliance with Legislative Enrolled Act No. 110 (W.S. 16-9-201 through 16-9-210), which became effective July 1, 1991, a "special fee" will be collected from local service subscribers in order to establish a programs for providing telecommunications services to the communications impaired. (Communications impaired means hearing or speech impaired individuals as defined by the Americans with Disabilities Act of 1990, Title IV, Section 401).

The special fee will be determined annually by the Committee on Telecommunications Services for the Communications Impaired. The fee will be applied monthly, per access line, not to exceed more than one hundred access lines per account.

	<b>MONTHLY RATE</b>
• Special Fee, per access line	\$0.06

**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.

(N)

**2.15 OBSOLETE SERVICES**

Services and equipment referred to as obsolete are no longer suitable to meet the current needs of the general public. They will not be furnished as a new entire item of service to any customer or applicant.

(N)

**2.15.1 MONTHLY SERVICES**

A. Terms and Conditions

1. Certain items of service may be furnished where they are required to fully utilize the installed common equipment capacities of existing systems. At the discretion of the Company, such items presently being furnished to existing customers may be continued in service on the same premises for the same customer for a limited period of time subject to the ability of the Company to maintain the items without unreasonable expense and to obtain repair parts from existing or recovered stock.
2. Obsolete items of equipment may be removed from the existing service of the customer at the discretion of the Company, and the customer may choose any similar items of equipment currently offered by the Company. In such cases, the rates and charges for such new items of equipment will apply.
3. The intent of this Section is to restrict any services from new installations.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.16 CONTRACTUAL SERVICE AGREEMENTS

(N)

A. *TOTAL ADVANTAGE* Express Service (QTA Express)

1. General Description

As applied in this Catalog, the *TOTAL ADVANTAGE* Express Agreement is a Qwest Communications Corporation offer of a suite of communications services targeted to mid-sized business customers based on term and minimum usage commitments. The QTA Express Agreement may include Qwest Corporation, Qwest Communications Corporation and/or Qwest Long Distance Corporation products or services. It is available on one-year, two-year, or three-year term commitments. Terms and conditions for QTA Express Agreements may be found on:

[http://tariffs.qwest.com:8000/QWEST\\_RSS/index.htm](http://tariffs.qwest.com:8000/QWEST_RSS/index.htm)

B. *TOTAL ADVANTAGE* (QTA)

1. General Description

As applied in this Catalog, the *TOTAL ADVANTAGE* Agreement is a Qwest Communications Corporation offer of a suite of business communications services offering flat rates based on term and minimum usage commitments. The QTA Agreement may include Qwest Corporation, Qwest Communications Corporation and/or Qwest Long Distance Corporation products or services. It is available on a month-to-month basis, one-year, two-year, or three-year term commitments. Terms and conditions for QTA Agreements may be found on:

[http://tariffs.qwest.com:8000/QWEST\\_RSS/index.htm](http://tariffs.qwest.com:8000/QWEST_RSS/index.htm)