

**Qwest Corporation**  
**Price Schedule No. 2**  
**Wyoming**

**EXCHANGE AND  
NETWORK SERVICES**  
Issued: 9-13-07

**SECTION 2**  
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Release 1  
Effective: 9-20-07

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.10 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED**

**B. Suspension of All Service (SUS) (Cont'd)**

4. In connection with suspension of all service, the suspension rate will not be applicable unless service is retained on suspension for one month or more.
5. The suspension rate is applied as follows:
  - a. For PAL service, the rate is 50 percent of the regular monthly rate and the rates for other services and facilities. The charge for local messages is not affected.
  - b. For all other services, the rate is 50 percent of the regular exchange service and the rates for other services and facilities.
6. The suspension nonrecurring charge is applied as follows:

**NONRECURRING  
CHARGE**

• Residence, per line suspended	\$21.55
• Residence, per line restored	21.55
• Business, per line suspended	—
• Business, per line restored	32.00

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.10 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED (CONT'D)**

**C. Suspension of a Portion of Service**

1. Suspension of a portion of service is intended to meet the needs of those customers who desire to have a portion of their telephone service facilities suspended but who wish to retain the remainder of their service facilities on a nonsuspended basis. Under this type of suspension the facilities suspended will be physically disconnected to the extent necessary to prevent use but left in place on the customer's premises.
2. In connection with suspension of a portion of service, the suspension rate will not be applicable unless the service or facility is retained on suspension for two months or more.
3. The suspension rate is equal to 50 percent of the regular charges for the exchange services or facilities suspended. Regular exchange service charges are applicable to the services and facilities which are continued in service.
4. The minimum main station requirement for Centrex installations is 100 at the principal location, therefore, only those stations in excess of 100 may be billed at the reduced suspension rate.
5. The nonrecurring charges specified in B.6., preceding, also apply for suspension and restoral of portion of service.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.2.11 SPECIAL SERVICES**

A. General

1. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Price Schedules or Catalogs, monthly rates and one-time charges such as service nonrecurring, and construction charges will apply based on the circumstances in each case.
2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period longer than 1 month at the same location.
3. The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the customer. If, at the request of the customer, work is performed outside of regular working hours, either to meet his convenience or because the time allowed is insufficient to permit completion during regular hours or if the customer interrupts work which has begun, the customer may be required to pay any additional costs incurred.
4. A concession will be allowed from the standard rates for service furnished to employees of the Company. The amount of concession will, in each case, depend upon how necessary the service is considered in carrying on the work of the Company.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.2.14 TERMINATION OF SERVICE**

**A. Initial Contract Periods**

1. An initial contract period of 1 month will apply to all CO lines to which telephone numbers are assigned except in those exchanges that are subject to a minimum contract period of over 1 month for all exchange service.
2. Where service (other than 1A Key Service Custom Manual, Custom Dial and Lease Payment Plan or Variable Term Payment Plan services) is disconnected and subsequently reestablished at the same location for the same or a different customer, a new initial contract period will apply, whether or not the equipment has been removed. However, where there is a transfer of service from one customer to another without lapse in the rendition of service and the same business is continued, (in the case of residence service where the service is taken over by a different member of the same household) a new initial contract period will not apply, except that the succeeding customer will be required to assume responsibility for any unexpired portion of the initial contract period.
3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of outside plant facilities for possible short term use, the Company reserves the right to require an initial contract period of longer than one month in addition to any construction charge that may be applicable.

**B. Charges For Termination of Service**

1. Nonrecurring charges do not apply to disconnection and/or removal of service, equipment, service features or facilities unless otherwise specified.
2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the service.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.14 TERMINATION OF SERVICE**

**B. Charges For Termination of Service (Cont'd)**

3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided in addition to all charges for the period service has been rendered.
  - a. In case the initial contract period is less than one year, the termination charge consists of the charges for the remainder of the initial contract period.
  - b. Where rated items of equipment associated with other services to which a termination charge applies, are disconnected within the initial contract period and like items of equipment have been added subsequent to the initial installation, termination charges for the items disconnected will be computed on the basis that the equipment removed was the last of its kind installed.
  - c. Where the provision of service requires construction of outside plant facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case. The amount of the termination charge actually billed is such proportion of the termination charge base as the number of days in the unexpired portion of the initial contract period bears to the total number of days in the full initial contract period.

**C. 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 Price Schedule.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2 ESTABLISHING AND FURNISHING SERVICE

#### 2.2.14 TERMINATION OF SERVICE

##### C. Termination Liability/Waiver Policy (Cont'd)

###### 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.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.14 TERMINATION OF SERVICE**

C. 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 30 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) unless otherwise specified;
- 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).

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

**2.3 PAYMENT FOR SERVICE**

**2.3.1 CUSTOMER RESPONSIBILITY**

The customer is responsible for payment of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities.

**2.3.2 PAYMENT OF BILLS**

- A. All charges for exchange service, equipment, and facilities exclusive of charges for local messages in excess of the monthly allowance and toll messages, are payable monthly in advance. Charges for local messages in excess of the monthly allowance and toll messages are payable monthly except that the Company reserves the right to require payment of such charges at more frequent intervals.
- The Company may require payment of charges prior to the due date which may appear on any statement or bill rendered to the customer by the Company. Charges start the day after service is installed and continue through the day service is disconnected.
- B. Where the rates and charges to be charged for a particular service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.
- C. In the event that payment from a customer is less than the total amount of all charges owing to the Company and the customer does not specifically designate the manner in which he/she wishes to apply said payment, pursuant to the Wyoming Public Service Commission order dated February 27, 1987, the partial payment should be applied first to satisfy the basic exchange service billing, then the local exchange company's intraLATA toll billing, and finally the interconnecting carriers' billing in proportion of the amount of each billing to the total billings of these carriers.

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

**2.3 PAYMENT FOR SERVICE**

**2.3.2 PAYMENT OF BILLS (CONT'D)**

- D. Payment of bills for telephone service may be made by check, money order or cash. Payment by check which is not honored or paid by the payor bank will be considered as nonpayment. All charges for exchange and toll service are payable only in lawful money of the United States.
- E. The customer bill is due upon receipt. Customers have the following options as to the method of paying bills for telephone service:
- At any Company payment depository location;
  - At the office of any authorized payment agent of the Company;
  - By U.S. Mail, by check or money order only;
  - Through an agent of the customer.
- F. In order to avoid collection procedures which could result in a temporary disconnection of service, payment must be received no later than the due and payable date shown on the customer's bill.
- G. Payments received by the Company on or before the due and payable date on the customer's bill will prevent collection procedures which could result in a disconnect of service, provided the following billing information is remitted with payment:
- Customer's name;
  - Customer's telephone number;
  - Customer's customer code;
  - Customer's account type;
  - Amount of payment.
- H. Payments received by the Company after the due and payable date on the customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the customer's service unless the following billing information is remitted with payment:
- All of the items enumerated in G., and
  - The customer's advised final payment date before discontinuance for nonpayment.

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

**2.3 PAYMENT FOR SERVICE**

**2.3.2 PAYMENT OF BILLS (CONT'D)**

I. The Company will not be responsible if a customer's telephone service is discontinued after payment has been remitted, unless the payment is made as set forth in G. or H., preceding, as applicable.

J. Late Payment Charge

1. A late payment charge of 1.20% applies to all billed balances which are not paid by the billing date shown on the next bill, unless the balance is \$15.00 or less.

EXCEPTION: In accordance with Wyoming statutes 16-6-601 and 16-6-602, a late charge of 1.5% applies to all billed balances which are not paid within 45 days after receipt of the bill by any department, agency, political subdivision or other instrumentality of the State.

2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

3. The late payment charge does not apply to the following:

- Billed amounts under dispute that are resolved to the Company's satisfaction, in the customer's favor.
- Bills rendered more than 10 days after bill date.

K. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment which 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.

**CHARGE**

- Returned Payment Charge \$25.00

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

**2.3 PAYMENT FOR SERVICE (CONT'D)**

**2.3.3 ADVANCE PAYMENTS AND DEPOSITS**

A. Advance Payments

1. In accordance with the Company's practice of requiring that all regularly recurring charges for services, equipment, and facilities be paid monthly in advance, an applicant for telephone service, equipment or facilities, may be required to pay in advance at the time application for such is made, the installation charges and/or nonrecurring charges applicable, together with at least 1 month's charges for the services, equipment, and facilities applied for, and where necessary, in the opinion of the Company, the estimated amount of construction charges. An applicant to buy facilities or equipment may be required to pay the sales price in advance, at the time of application, if in the opinion of the Company such is necessary to satisfy reasonable credit standards.
2. The amount of the advance payment will be credited to the customer's account and applied to any indebtedness under the contract for services, equipment, and facilities furnished, for any applicable rates and charges and for toll messages.

B. Deposits

1. When the Company deems it necessary, in protecting its earned revenues, an applicant for service or a present customer may be required to make and keep intact a deposit in such amount as may be required from time to time by the Company as a guarantee of the payment of charges for services rendered. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the regulations of the Company as to advance payments and the modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
  - a. Qualifying applicants for the Telephone Assistance Program (TAP) may initiate service without paying a deposit if they voluntarily elect to have Toll Restriction on their line. Toll Restriction will be provided at no charge to qualifying TAP customers.
2. The deposit will bear simple interest at the rate established annually by the Wyoming Public Utilities Commission, in accordance with commission rule 504 (f) (iii), payable on the actual amount on deposit with the Company.

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

**2.3 PAYMENT FOR SERVICE**

**2.3.3 ADVANCE PAYMENTS AND DEPOSITS**

B. Deposits (Cont'd)

3. When the service is terminated, the amount of the deposit with interest computed from the date of its receipt by the Company to the date of discontinuance of service will be returned to the customer less such sums as may be due the Company for services rendered. However, if the Company deems the deposit no longer necessary, it may return the deposit prior to the discontinuance of service, in which case interest will be computed to the date of the notice to the customer that the deposit will be returned to them.

**2.3.4 ADJUSTMENT OF CHARGES**

A. Interruptions

1. For the purpose of applying this provision, the word interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or where the Company, pursuant to the terms of the Price Schedule, suspends or terminates service because of unlawful or improper use of the facilities or service, or any other reason covered by the Price Schedule.
3. No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price Schedule, the customer is responsible for providing electric power.

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

**2.3 PAYMENT FOR SERVICE**

**2.3.4 ADJUSTMENT OF CHARGES**

A. Interruptions (Cont'd)

4. When service is interrupted for a period of at least 24 hours after notice by the customer to the Company, a credit allowance equal to 1/30 of the Price Schedule monthly rate for all services and facilities furnished by the Company rendered useless shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which were rendered useless.
5. Credit allowance for interruptions of message rate service will not affect the number of local messages or message units to which the customer is entitled during a given billing period.

**2.3.5 PAYMENT PLANS**

Rates for service and facilities continue monthly and are payable as specified in 2.3.2, preceding, except as modified by the following:

A. Installment Billing

1. Installment billing, except as otherwise provided in this Price Schedule, is provided, at no extra charge, to assist our customers in obtaining adequate and up-to-date telephone service.
2. Installment billing provides for billing one time charges in monthly installments where a need for it is indicated. The monthly installments normally begin with the first bill rendered after completion of the arrangements between the Company and the customer.

**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.

**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.

**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 Price Schedule. 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.

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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.

**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.

**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.

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