

**Qwest Corporation**  
**Services Catalog No. 1**  
**Wyoming**

**PRIVATE LINE**  
**TRANSPORT SERVICES**  
Effective: 9-20-07

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**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY**

**2.1.1 SCOPE**

- A. Private Line Transport is the furnishing of Company facilities for communication purposes of the customer and end users (jointly referred to as customer) between specified locations. Private Line Transport is provided by means of wire, fiber, radio or any other suitable technology or a combination thereof. Service is furnished 7 days per week, 24 hours per day for a minimum billing period of one month or as defined in 3.3, following.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services which it provides, as defined in 2.1.4 and 2.1.5, following.
- C. The Company does not warrant that its facilities and services meet standards other than those set forth in this Catalog and the associated technical references.
- D. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

**2.1.2 LIMITATIONS**

- A. The installation and restoration of services shall be subject to the regulations set forth in Section 12 of the Access Service Catalog concerning the Telecommunications Service Priority (TSP) System.
- B. Subject to compliance with the rules mentioned in A., preceding, where a shortage of channels exists at any time either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis.
- C. The furnishing of service under this Catalog will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

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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 presubscription, and subject to the provisions of B. through G., following, the Company's liability, 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 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 as set forth in 2.4.5, following.
- B. The Company shall be indemnified, defended and held harmless by the customer against any claim, loss, or damage arising from use of services offered under this Catalog involving:
  - 1. Claims for libel, slander, invasion of privacy and infringement of copyright arising from the material transmitted over the facilities or the customer's or Interexchange Carrier's (IC) own communications;
  - 2. Claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, facilities or equipment furnished by the customer or IC;
  - 3. All other claims arising out of any act or omission of the customer or IC in connection with the facilities provided by the Company.
- C. The Company shall not be liable for any act or omission of any customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any customer providing a portion of a service.
- D. 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.

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**2.1 UNDERTAKING OF THE COMPANY**

**2.1.3 LIABILITY (CONT'D)**

- E. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of any facilities by the Company on the premises or by the installation or removal when defacement or damage is not the result of negligence of the agents or employees of the Company.
- 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 a Service Interruption as set forth in 2.4.5, following.

**2.1.4 INSTALLATION AND TERMINATION OF SERVICES**

The services provided under this Catalog, (A) will include any Company facilities 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). Each Private Line Transport has only one POT per customer premises. Any additional terminations beyond such POT are the sole responsibility of the customer.

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**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.5 PROVISION OF SERVICES**

- A. The services provided to the Point of Termination (POT) under this Catalog shall be maintained by the Company. The customer may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any facilities installed by the Company to the POT, except upon the written consent of the Company.
- B. Facilities on the premises of a customer furnished by the Company to the POT, are the property of the Company, whose agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting or repairing the facilities, or upon termination of the service or channel, for the purpose of removing Company facilities.

**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.6 CHANGES AND SUBSTITUTIONS**

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.

In case of any such substitution, change or rearrangement, the performance characteristics will be within the range as set forth in this Catalog. 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.

**2.1.7 REFUSAL AND DISCONTINUANCE OF SERVICE**

The Company, by written notice to the customer, may immediately discontinue the furnishing of Private Line Transport, without incurring any liability, upon:

- Nonpayment of any sum due the Company, or
- A violation of any condition governing the furnishing of service.

**2.1.8 LIMITATION OF USE OF METALLIC FACILITIES**

Signals applied to a metallic facility shall conform to the limitations set forth in the appropriate Technical Reference Publication. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.9 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.

**2.1.10 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.

**2.1.11 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 Private Line Transport, or the Company serving 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 notify the customer of the effective date and an explanation of the reason(s) for such change(s).

**2.1.12 SPECIAL TAXES, FEES AND CHARGES**

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 customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

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**2. GENERAL REGULATIONS**

**2.2 USE**

**2.2.1 INTERFERENCE OR IMPAIRMENT**

- 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.'s 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.

**2.2.2 UNLAWFUL USE**

Private Line Transport shall not be used for any unlawful purposes.

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**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.1 ORDERING, PAYMENT AND COMPLIANCE WITH TERMS AND CONDITIONS**

- A. The customer shall be responsible for placing all orders for service, payment of all charges offered herein and compliance with Company regulations.
- B. 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.
- C. 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.
- D. 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.

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**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)**

**2.3.2 DAMAGES**

The customer shall reimburse the Company for damages, to Company facilities 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.

**2.3.3 OWNERSHIP OF FACILITIES**

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.

**2.3.4 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 the premises at any reasonable hour for installing, testing, repairing or removing the facilities of the Company.

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)**

**2.3.5 HAZARDOUS AND EXPLOSIVE ENVIRONMENTS**

The customer shall be responsible for the provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may also be required to install and maintain Company facilities within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

**2.3.6 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 adjustment.

**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, including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and 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; provided, 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.

**2.3.10 BUSINESS HOURS**

Normal business hours are from Monday through Friday 8 a.m. to 5 p.m. Hours before 8 a.m. and after 5 p.m., Monday through Friday, and all of Saturdays are considered overtime. Sundays and Holidays are premium time.

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)**

**2.3.11 DETERMINATION OF JURISDICTION AND CHARGES FOR MIXED INTERSTATE AND INTRASTATE PRIVATE LINE TRANSPORT SERVICE**

A. When a customer orders a Private Line Transport Service, the customer must state the jurisdiction for each service ordered. When a Private Line Transport Service is used for both interstate and intrastate traffic, the jurisdiction will be determined as follows:

1. If the customer's estimate of the interstate traffic on the service involved constitutes ten percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Catalog.
2. If the customer's estimate of the interstate traffic on the service involved constitutes more than ten percent of the total traffic on that service, the service will be provided in accordance with the appropriate interstate rules and regulations specified in the F.C.C. No. 1 Tariff.

B. If a customer's estimate of interstate traffic on an interstate service should change to ten percent or less, the service requires a change in jurisdiction and the customer must submit an order to change the jurisdiction of the service.

A change in jurisdiction is considered a service rearrangement and subject to the regulations set forth in 3.2.2.G., following.

C. If a customer's estimate of interstate traffic on an intrastate service should change to more than ten percent, the service requires a change in jurisdiction and the customer must submit an order to change the jurisdiction of the service.

A change in jurisdiction is considered a service rearrangement and subject to the regulations set forth in the F.C.C. No. 1 Tariff.

D. When mixed interstate and intrastate Private Line Transport Service is provided, the jurisdiction of the service is determined in accordance with A. through C., preceding. If the Private Line Transport Service is determined to be an intrastate service, 100 percent of all appropriate charges of this Catalog will apply. If the Private Line Transport Service is determined to be an interstate service, 100 percent of the interstate charges, as specified in the F.C.C. No. 1 Tariff, will apply.

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.11 DETERMINATION OF JURISDICTION AND CHARGES FOR MIXED INTERSTATE AND INTRASTATE PRIVATE LINE TRANSPORT SERVICE (Cont'd)**

- E. For Private Line Transport Service, 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 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.
- F. A Company audit request is intended to occur only in extreme circumstances, not as a matter of course, and only after the Company has given reason to the customer why such action is necessary. If the matter remains in controversy, the customer or the Company may seek Commission resolution.
- G. 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.
- H. Jurisdictional Report Proprietary Information  

The data the customer provides to the Company to support their interstate percentage is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.11 DETERMINATION OF JURISDICTION AND CHARGES FOR MIXED  
INTERSTATE AND INTRASTATE PRIVATE LINE TRANSPORT SERVICE  
(Cont'd)**

I. Contested Audits

1. When a jurisdictional audit is conducted by the Company or an independent Certified Public Accountant (CPA) auditing firm selected by the Company, the audit results will be furnished to the customer by certified U.S. Mail (return receipt requested). The customer may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the Company within fifteen (15) calendar days from the date the audit report is furnished to the customer by certified U.S. Mail (return receipt requested). When a jurisdictional audit is conducted by an independent Certified Public Accountant (CPA) auditing firm selected by the customer, the audit results will be furnished to the Company by certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Company by certified U.S. Mail (return receipt requested).
2. Contested audits will be resolved by the Company and the customer within thirty (30) days of written notification, or a neutral arbitrator will be mutually agreed upon by the Company and the customer. During the initial thirty (30) day resolution period, the Company and the customer will review the audit process and the data used to calculate the PIU factor in an attempt to resolve the dispute. Should the Company and the customer resolve the dispute on the PIU factor, a neutral arbitrator would not be warranted.
3. Contested audits will be resolved by a neutral arbitrator mutually agreed upon by the Company and the customer. The arbitration hearing will be conducted in Denver, Colorado or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding, including the decision rendered, shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including but not limited to the Uniform Arbitration Act as adopted in that state.

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.11 DETERMINATION OF JURISDICTION AND CHARGES FOR MIXED  
INTERSTATE AND INTRASTATE PRIVATE LINE TRANSPORT SERVICE**

I. Contested Audits (Cont'd)

4. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU factor which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU factor of either party or may adopt a PIU factor different from those proposed by the parties.
5. If the arbitrator adopts a PIU factor proposed by one of the parties, the other party (whose PIU factor was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor higher than the PIU factor proposed by both parties, then the party proposing the lower PIU factor shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor lower than the PIU factor proposed by both parties, then the party proposing the higher PIU factor shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor which falls between the two factors proposed by the parties, then the parties shall each pay one-half of the arbitration costs.
6. Absent written notification, within the time frame as set forth preceding, audit results cannot be contested and the Company will adjust the customer's PIU factor based upon the audit results.

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**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.1 END USER ACCOUNTS**

A. Deposits

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 furnished, or as guarantee of the fulfillment of a contract which, due to special conditions, is written for a period in excess of the normal minimum contract period. 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 prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the termination of a contract for service on account of nonpayment of any sums due the Company for services furnished. The deposit will bear simple interest at the rate established annually by the Wyoming Public Service Commission, in accordance with commission rule 504 (f) (iii), payable on the actual amount on deposit with the Company. When the contract for the services is terminated, the amount of the deposit with interest computed from the date of its receipt by the Company to the date of termination of the contract will be returned to the customer less such sums as may be due the Company for services furnished. However, if the Company deems the deposit, or a portion thereof, no longer necessary, it may return the deposit, or a portion thereof, prior to termination of the contract, in which case interest will be computed to the date of the notice to the customer that the deposit, or a portion thereof, will be returned to them.

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**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.1 END USER ACCOUNTS (CONT'D)**

**B. Advance Payments**

1. In accordance with the Company's practice of requiring that all regularly recurring rates for services, equipment, and facilities be paid monthly in advance, an applicant for service will be required to pay in advance at the time application for service is made, the nonrecurring charges applicable, together with at least one 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.
2. The amount of the advance payment will be credited to the customer's account and applied to any indebtedness under the contract for service, equipment, and facilities furnished, and for nonrecurring charges.

C. The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities, in accordance with the Company's regular billing and collection practices.

D. All charges for 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.

E. Where the rates and charges for a particular service are 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.

F. In the event a customer is indebted to the Company for charges and service rendered at a prior time, of any nature, or for service under one or more numbers at the same location, and the customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness for a residence account against the same customer's residence service or a business account against the customer's business service.

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**2.4.1 END USER ACCOUNTS (CONT'D)**

- G. 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 to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner the Company desires.
- H. 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.
- I. The customer bill is due upon receipt. Customers have the following options as to the method of paying bills for Company services.
  - 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.
  - By electronic funds transfer.
- J. 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.
- K. 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. The following items are all contained on the customer's bill:
  - Customer's name
  - Customer's telephone/billing number
  - Customer's customer code
  - Customer's account type
  - Amount of payment

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**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.1 END USER ACCOUNTS (CONT'D)**

L. 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 K., preceding, and
- The customer's advised final payment date before discontinuance for nonpayment.

M. The Company will not be responsible if a customer's service is disconnected after payment has been remitted, unless the payment is made as set forth in K. or L., preceding, as applicable.

N. 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.

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

P. 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.

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**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (CONT'D)**

**2.4.2 CARRIER ACCOUNTS**

A. Deposits

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 furnished, or as guarantee of the fulfillment of a contract which, due to special conditions, is written for a period in excess of the normal minimum contract period. 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 prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the termination of a contract for service on account of nonpayment of any sums due the Company for services furnished. The deposit will bear simple interest at the rate established annually by the Wyoming Public Service Commission, in accordance with commission rule 504 (f) (iii), payable on the actual amount on deposit with the Company. When the contract for the services is terminated, the amount of the deposit with interest computed from the date of its receipt by the Company to the date of termination of the contract will be returned to the customer less such sums as may be due the Company for services furnished. However, if the Company deems the deposit, or a portion thereof, no longer necessary, it may return the deposit, or a portion thereof, prior to termination of the contract, in which case interest will be computed to the date of the notice to the customer that the deposit, or a portion thereof, will be returned to them.

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