

**TERMS, CONDITIONS, RATES AND CHARGES**

Qwest Communications Company, LLC d/b/a CenturyLink QCC  
whether offered under that name, or the trade or brand name CenturyLink

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(N)

Applying to the provision of

**LOCAL EXCHANGE SERVICES**

in the State of

**FLORIDA**

**ADOPTION NOTICE**

Effective April 1, 2011, Qwest Communications Company, LLC registered the fictitious name CenturyLink QCC. Effective August 8, 2011, Qwest Communications Company, LLC began operating under the name CenturyLink QCC. As such, Qwest Communications Company, LLC d/b/a CenturyLink QCC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever adopted by Qwest Communications Company, LLC between January 2, 2009 and August 8, 2011.

By this notice, Qwest Communications Company, LLC d/b/a CenturyLink QCC also adopts and ratifies all supplements or amendments to any of the above schedules, etc.

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ISSUED: August 5, 2011

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## 1. APPLICATION AND REFERENCE

### 1.1 APPLICATION OF CATALOG

This Catalog contains the regulations, terms, conditions, rates and charges applicable to intrastate exchange and network services and equipment furnished by Qwest Communications Company, LLC d/b/a CenturyLink QCC, hereinafter referred to as the Company, within the state of Florida. The services offered herein by Qwest Communications Company, LLC, d/b/a CenturyLink QCC, whether under that name, or the trade or brand name CenturyLink, are subject to the terms and conditions of this Catalog.

Wherever in this Catalog the terms "Company" or "Telephone Company", where the name "Qwest Communications Company, LLC" appears, that shall mean and shall refer to Qwest Communications Company, LLC d/b/a CenturyLink QCC, unless the context clearly indicates otherwise.

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## 1. APPLICATION AND REFERENCE

### 1.4 CATALOG FORMAT

#### 1.4.1 LOCATION OF MATERIAL

- A. Section 1 provides the following for all of the sections in this Catalog.
- Subject Index - an alphabetical listing to find the desired section.
  - Table of Contents - a numerical listing to find the desired section and page.
- B. Obsolete Service Offerings

Obsolete service offerings are identified in the Catalog by adding 100 to the current section number, i.e., obsolete items from Section 5, Switched Exchange Services, will be found in Section 105, Obsolete Switched Exchange Services. This section is then filed behind Section 5.

#### 1.4.2 OUTLINE STRUCTURE

The Catalog uses nine levels of indentations known as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	<b>1. APPLICATION AND REFERENCE</b>
2	Sub Heading	<b>1.4 CATALOG FORMAT</b>
3	Sub Heading	<b>1.4.1 LOCATION OF MATERIAL</b>
4	Sub Heading/Catalog Text	A. Text
5	Sub Heading/Catalog Text	1. Text
6	Sub Heading/Catalog Text	a. Text
7	Sub Heading/Catalog Text	(1) Text
8	Sub Heading/Catalog Text	(a) Text
9	Footnotes	[1] Text

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## 1. APPLICATION AND REFERENCE

### 1.4 CATALOG FORMAT (Cont'd)

#### 1.4.3 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

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**1.5 EXPLANATION OF CHANGE SYMBOLS**

<b>SYMBOL</b>	<b>EXPLANATION</b>
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Catalog with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text or regulation but no change in rate or charge

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## 1. APPLICATION AND REFERENCE

### 1.6 EXPLANATION OF ABBREVIATIONS

CO	- Central Office
Cont'd	- Continued
CPE	- Customer Premises/Provided Equipment
DS1	- Digital Signal 1
DS3	- Digital Signal 3
DWDM	- Dense Wave Division Multiplexing
EAS	- Extended Area Service
EPN	- Emergency Preparedness Network
FCC	- Federal Communications Commission
GbE	- Gigabit Ethernet
Gbps	- Gigabits per second
ICB	- Individual Case Basis
LAN PHY	- Local Area Network Physical Layer
LATA	- Local Access and Transport Area
LCA	- Local Calling Area(s)
MOE	- Metro Optical Ethernet
MRC	- Monthly Recurring Charge
NRC	- Nonrecurring Charge
NSEP	- National Security Emergency Preparedness
OC3	- Optical Carrier 3
OC12	- Optical Carrier 12
OC48	- Optical Carrier 48
OC3C	- Concatenated Optical Carrier 3
OC12C	- Concatenated Optical Carrier 12
OC48C	- Concatenated Optical Carrier 48
OCC	- Other Common Carrier
POP	- Point of Presence
POT	- Point of Termination
PIC	- Primary Interexchange Carrier
QCC	- Qwest Communications Company, LLC
QMPL	- Qwest Metro Private Line (QMPL)
SONET	- Synchronous Optical Network
SDH	- Synchronous Digital Hierarchy
TSP	- Telecommunications Service Priority
V & H	- Vertical and Horizontal

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## 1. APPLICATION AND REFERENCE

### 1.7 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

The following list of trade names, trademarks and/or service marks which may be used for services offered in this Catalog are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Catalog. However, the laws regarding trademarks and service marks are applicable.

Trade names, trademarks and service marks that are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. cannot be used by another party without authorization.

CENTURYLINK

CENTURYLINK™

CENTURYLINK<sup>SM</sup>

**MARK**

QWave®

QWEST®

Qwest Loyal Advantage™

Qwest Total Advantage®

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ISSUED: August 5, 2011

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.1 DEFINITIONS

#### Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the communications path of the telecommunications system.

#### Authorized User

A person, firm, corporation or other entity that either is authorized by the customer to use local exchange services or is placed in a position by the customer, either through acts or omissions, to use local exchange services.

#### Call Forward Busy

Automatically routes incoming calls to a designated answering point when the called line is busy.

#### Call Forward No Answer

Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

#### Call Forward Variable

Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

#### Caller ID

Allows the Customer to view the telephone number of an incoming call, prior to answering the call.

#### Caller ID Deluxe

Allows the Customer to view both the listed name and the telephone number of an incoming call, prior to answering the call.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.1 DEFINITIONS (Cont'd)

#### Company

Refers to Qwest Communications Company, LLC, which is the issuer of this Catalog.

#### Contractual Service Agreement

Each Contractual Service Agreement is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer(s) for whom the offering was designed. Each Contractual Service Agreement contains a service, or combination of services, and includes supplemental terms and conditions, including without limitation, prices, waivers and alternative pricing structure based upon volume, term, utilization and other needs related to the provision and receipt of telecommunication service(s) under this Catalog: Special provisioning flexibility; special network monitoring; special outage credit provisions; special "turnkey" operation; and other specially developed features, functionalities or undertakings. A Contractual Service Agreement may also address, or be responsive to special competitive conditions that exist at the time a Contractual Service Agreement is agreed to between the Company and a customer.

Unless otherwise specifically provided for under each Option set forth in this Catalog, each Option is available to all similarly situated customers and will be provided pursuant to the identical or substantially similar terms and conditions.

#### Contributory Services

Those services that contribute towards the overall commitment but are not discountable according to the master discount schedule (ie. Qwest Total Advantage). By contributing towards the overall commitment level, these services will increase the discount level that is applied to the Discount Eligible category of services under the contract. These services will continue to receive discounts as designated in individual service contracts. Contribution levels will be based on Monthly Recurring Charges (MRCs) for these services.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.1 DEFINITIONS (Cont'd)

#### CPE

Customer-Provided Equipment (CPE) Telecommunication devices, equipment, and associated wiring located on the customer's side of the protector/Standard Network Interface (SNI).

#### Customer

Any person, firm, partnership, corporation, municipality, cooperative organization, governmental agency or other entity to whom the Company agrees to furnish communications service under the provisions and regulations of this Catalog.

#### Deposit

Any payment held as security for future payment or performance to be returned after the customer establishes a record of satisfactory credit.

#### Discount Eligible Service

Discount Eligible Services contribute toward the overall commitment level (ie. Qwest Total Advantage). Discount eligible products that bill on the same billing system can aggregate towards predetermined discount levels, meaning the more spent on this common group of products, the higher the customer's discount will be. Contribution levels will be based on monthly recurring charges (MRCs), counted towards the contract commitment levels and receive term and volume discounts where applicable.

#### Grandfathered Service

Service that is no longer offered to new applicants, but may continue for existing customers who had the service prior to a specific date.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.1 DEFINITIONS (Cont'd)

#### Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation for a specific service application.

#### Nonrecurring Charges (NRC)

The one-time charges for services or facilities, including but not limited to charges for construction, installation, administrative or special fees, for which the customer becomes liable at the time the Service Order is made or executed.

#### Presubscription-2

An arrangement whereby a customer may select and designate to the Company any Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

#### Recurring Charges (MRC)

The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

#### Remote Call Forwarding (RCF)

All calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 800 Service telephone number.

#### Repeat Dialing

The telephone number associated with the last outgoing call placed by the customer may be automatically redialed. Activation must occur before another outgoing call is placed by the customer.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.1 DEFINITIONS (Cont'd)

#### Service Address

The service address is the location where the customer receives the Company provided service.

#### Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Catalog, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. A customer may not unreasonably refuse to accept service.

#### Standard Network Interface

The point of connection between the customer and the Company's services which are located at the customer's premises at a place deemed necessary by the Company in order to insure transmission quality and which is readily accessible to the customer.

#### Telecommunications Service Priority (TSP)

Denotes the regulatory, administrative, and operational system developed by the Federal Government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The Federal Communications Commission defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

#### Termination Charge

The nonrecurring charge applicable when an agreement for service is terminated by the customer before the expiration of the minimum agreement period.

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## **2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

### **2.2 UNDERTAKING OF THE COMPANY**

#### **2.2.1 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 established for the service.

#### **2.2.2 LIMITATIONS**

- A. Services are offered subject to the availability of facilities and the provisions of this Catalog.
- B. The customer may not assign or transfer the use of services provided under this Catalog without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- D. The customer has no property right in the telephone number or any right to continuance of service through any particular Central Office (CO), and the Company may change the telephone number or CO designation of a customer whenever it considers it desirable in the conduct of its business.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.2 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.2.3 LIABILITY OF THE COMPANY

- A. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.
- B. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- C. The Company shall not be liable for any personal injury, or death of any person or person, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause which is not the direct result of the Company's gross negligence or willful misconduct.
- D. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- E. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.2 UNDERTAKING OF THE COMPANY

#### 2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Catalog due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- G. The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- H. In conjunction with a non-published telephone number, as described in 6.3.E.2., following, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- I. When a customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Catalog the customer acknowledges and agrees with the release of information as described above.
- J. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

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

**2.2.4 SPECIAL TAXES, FEES AND CHARGES**

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 local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

Emergency Services

Both Basic and Enhanced 911 (E911) allow customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

Charges

Basic/Enhanced                      Pass through of Municipality charge

Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A customer will be able to access the state provider(s) to complete such calls.

**MONTHLY  
CHARGE**

\$0.12

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.1 APPLICATION FOR SERVICE

##### A. Refusal

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied. The Company may refuse to furnish or may deny service to any person, business or entity on whose premises exists any telecommunications related facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable to the service rendered. The Company may refuse to offer service where, in the Company's judgment, a service cannot reasonably be made available to a customer.

##### B. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 calendar day grace period. If after 30 calendar days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (nonrecurring charges that would have applied had the service been installed) shall be applied.

##### C. Use of Service

###### 1. Limitation on Use

Service is furnished to the customer for use only by the customer or by employees or representatives of the customer or by other users authorized by the customer.

When the general service to the public is impaired or in the Company's opinion is reasonably likely to be impaired by a customer's use of exchange service, the Company shall have the right to require the customer to contract for and properly maintain as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

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

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.2 OBLIGATION TO FURNISH SERVICE**

- A. Facilities and lines furnished by or through the Company on the premises of a customer, authorized user or agent of the customer are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
- B. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on the customer's prompt payment record with the Company and its actual payments for existing service. For a new customer, it is based on credit worthiness, which will be determined in an equitable and nondiscriminatory manner.

**2.3.3 LIMITED COMMUNICATION**

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

**2.3.4 PAYMENT ARRANGEMENTS**

The customer is responsible for payment of all charges for services furnished by the Company to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.

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ISSUED: December 14, 2009

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.5 SPECIAL SERVICES

##### A. Work On Customer's Premises

It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, based on the amount of overtime or premium time required, as determined on an individual case basis.

It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges, as determined on an individual case basis.

##### B. Special Arrangements

1. The rates and charges quoted in this Catalog contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.
2. For special service arrangements to be provided by this Company, and not specifically covered in this Catalog, including but not limited to services, features, and combinations of services and features not normally offered or combined, monthly rates and the one-time charges, such as installation, nonrecurring and construction charges will apply based on the circumstances in each case.
3. 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 one (1) month at the same location.
4. The rates, terms and conditions for these Special Arrangements offerings will be established on an individual case basis.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.5 SPECIAL SERVICES (Cont'd)

##### C. Special Promotions

The Company may, from time to time, offer promotional programs for its services which may include waiving or reducing the applicable rates and charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made or other reasonable limitations. The Company may also offer incentives, benefits or gifts to customers to encourage the purchase or retention of any such service or product.

##### D. Trials

The Company may offer, from time to time, limited trials for services which may include the waiving or reducing of all rates and charges for the service that is the subject of the trial and for services that are provided as part of the trial. Trials will be intended to test new potential services or new marketing approaches for services. The location, duration, date and times of a trial may be limited by the Company. The Company may terminate such trials in its reasonable discretion.

##### E. Individual Case Basis

In lieu of the rates otherwise set forth in this Catalog, rates and charges including installation, special construction and recurring charges for Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the customer. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts. Special pricing arrangement rates or charges will be made available to similarly situated customers on equal terms and conditions.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.6 TERMINATION OF SERVICE

##### A. Initial Service Periods

1. The initial service period for service and facilities is one month (30 days), except as otherwise specified.
2. Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making an unwarranted investment because the customer's location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.
3. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished plus the termination charges as specified in this Catalog, or in the terms of the service agreement. In the case of service for which the initial period is one month, the charges due are for the balance of the month.

##### B. Termination Liability/Waiver Policy

Services provided via service agreements may include the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy as described in the Catalog.

1. 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 terms of the customer's service agreement, unless otherwise specified.
2. Minimum Service Period is the period of time that the factor of the Termination Liability Charge would apply. .

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.6 TERMINATION OF SERVICE

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

3. 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 of 50% or the rate specified in the service agreement, for the remaining term of the agreement.[1]
4. 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.
5. 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 thirty calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;

[1] For example: Customer disconnecting in month 12 of a 36 month agreement with MRC of \$100. Termination charge is \$100 (minimum billing level) x 24 months (minimum service period) x 50% (Termination Liability Percentage) = \$1,200.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.6 TERMINATION OF SERVICE

##### B.5. (Cont'd)

- 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 100% of the remaining value of the existing agreement(s);
- 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).

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED

A. The Company may terminate service, with notice, for the following reason:

1. Nonpayment

a. Any sum due the Company beyond the payment due date.

B. The Company may disconnect without notice for the following reasons:

1. Fraudulent Service

If the Company determines service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

2. If a safety condition exists that is immediately dangerous or hazardous to life, physical safety, or property.

3. Upon order by an appropriate court, the Commission or any other duly authorized public authority.

4. If service, having been properly disconnected, has been restored by someone not authorized by the Company and the original cause for disconnect has not been cured.

5. Violation of any Commission rule or effective catalog(s) that may adversely affect the safety of any person or the integrity of the Company's service.

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

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

**B. (Cont'd)**

6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's service.
7. Failure of the customer to permit the Company reasonable access to its facilities or equipment.

**C. Nonrecurring Charge For Restoration of Service**

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

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

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.8 INTERRUPTION OF SERVICE**

- A. After an interruption or outage of local service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- B. The allowance described above is not applicable when service is interrupted by the negligence or willful act of the customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the effective catalogs.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.4 PAYMENT FOR SERVICE

#### 2.4.1 CUSTOMER RESPONSIBILITY

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

#### 2.4.2 PAYMENT OF BILLS

##### A. Charges Due

Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request.

The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.

##### B. Returned Payment Charge

A returned payment charge in the amount of \$25.00, or a lesser amount as permitted by state rule or law, may apply to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason for insufficient funds or no account.

##### C. Late Payment Charge

1. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge not to exceed the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), may accrue upon any unpaid amount commencing five days after the date the payment is past due.
2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

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

**2.4 PAYMENT FOR SERVICE**  
**2.4.2 PAYMENT OF BILLS (Cont'd)**

**D. Notice of Suspension**

In the event it becomes necessary for service to be discontinued to a customer for nonpayment, a written notice, in accordance with state rules or laws, will be given advising the customer of the amount due and the date by which the same must be paid. If the customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of its equipment from the customer's premises.

**E. Duplicate Bill Charge**

In the event a customer requests a reprint of a monthly bill that is greater than six months old, a duplicate bill charge may apply.

	<b>CHARGE</b>
• Business, per account	
- Reprint on paper, per bill	\$5.00

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.4 PAYMENT FOR SERVICE (Cont'd)

#### 2.4.3 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

##### A. Deposits From Applicants For Service and Present Customers

1. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company, pursuant to the provisions in state rules. The deposit will bear interest, as required or allowed by state laws or regulations.
2. The payment of a deposit shall in no way relieve the applicant or customer from complying with the Catalog rules and regulations for the prompt payment of bills on presentation.

##### B. Advance Payment

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to applicable commission regulations.

#### 2.4.4 BILLING DISPUTES

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Catalog.

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**3. SERVICE CHARGES**

**3.1 MISCELLANEOUS NONRECURRING CHARGES**

**3.1.1 NONRECURRING CHARGES**

A. Description

A nonrecurring charge is a one-time charge associated with a given service or item of equipment made under certain conditions to customer-initiated requests to install, move, or change telephone service.

Nonrecurring charges, where applicable, are specified with services as stated in each section of this Catalog unless otherwise specified or included in this Section.

B. Rates and Charges

1. Nonrecurring charges apply to:

- a. Establish or change billing name responsibility subsequent to the initial installation of service and is in addition to directory listing charges, if applicable.

**CHANGE OF RESPONSIBILITY  
CHARGE**

- Per service order \$42.00

- b. Move telephone service from one location, address, suite, or premise, to another.

**CHANGE  
CHARGE**

\$42.00

- c. Change of telephone number initiated by customer.

**CHANGE OF NUMBER  
CHARGE**

- Each \$30.50

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### 3. SERVICE CHARGES

#### 3.1 MISCELLANEOUS NONRECURRING CHARGES

##### 3.1.1 NONRECURRING CHARGES

###### B. Rates and Charges (Cont'd)

2. Nonrecurring charges do not apply to:
  - a. Move or change a customer's telephone service if required or initiated by the Company.
  - b. Install, move, or change telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
  - c. The "from" portion of work involved in a transfer of service from one premises to another.
  - d. Change a customer's mailing address.
  - e. Move a drop for Company initiated maintenance reasons.

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**3. SERVICE CHARGES**

**3.1 MISCELLANEOUS NONRECURRING CHARGES (Cont'd)**

**3.1.2 PRESUBSCRIPTIONS-2 (PIC-2)**

PIC-2 allows customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified below will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to QCC's Rates and Services Schedule Interstate No. 3.

	<b>NONRECURRING CHARGE</b>
• PIC Change Charge, per line, per occurrence	\$5.00

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#### 4. CONTRACTUAL SERVICE AGREEMENTS

##### 4.1 QWEST TOTAL ADVANTAGE

###### A. General Description

As applied in this Catalog, Qwest Total Advantage is a suite of intraexchange business communications services offering flat rates based on term and minimum usage commitments. Qwest Total Advantage is designed for new businesses with monthly revenue between \$500.00 to \$75,000.00 or annual revenue between \$12,000.00 to \$900,000.00 of Contributory and Discount Eligible Services. It is available on a month-to-month basis, one-year, two-year, or three-year term commitments in a Service Agreement negotiated on an individual case basis.

###### B. Rates, Terms, and Conditions

Qwest Total Advantage intraexchange services are governed by the same rates, terms, and conditions contained in the Qwest Communications Company, LLC, Catalog No. 1 for Interexchange Telecommunications Services.

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#### 4. CONTRACTUAL SERVICE AGREEMENTS

##### 4.2 QWEST LOYAL ADVANTAGE

###### A. General Description

As applied in this Catalog, Qwest Loyal Advantage is a suite of intraexchange communications services designed for government agencies offering rates based on term commitments. It is available on a month-to-month basis, one-year, two-year, or three-year term commitments in a Service Agreement negotiated on an individual case basis.

###### B. Rates, Terms, and Conditions

Qwest Loyal Advantage intraexchange services are governed by the same rates, terms, and conditions contained in the Qwest Communications Company, LLC, Rate Schedule No. 1 for Interexchange Telecommunications Services.

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#### **4. CONTRACTUAL SERVICE AGREEMENTS**

##### **4.3 FEDERAL GOVERNMENT SERVICE AGREEMENTS**

Pursuant to the "Special Arrangements" section herein, the Company may enter into contracts for the use of all authorized Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and when authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in General Services Administration (GSA) Order ADM 4800.2E (as updated) are eligible.

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**5. RESERVED FOR FUTURE USE**

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## 6. OPERATOR SERVICES

### 6.2 OPERATOR ASSISTANCE

A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Customers will be charged the usage rates specified in 6.2.A., in addition to the per call surcharges as specified in 6.1.B., preceding, and 6.2.A., following.

Third Number Billed: Provides the customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

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## 6. OPERATOR SERVICES

### 6.2 OPERATOR ASSISTANCE (Cont'd)

#### A. Operator Assisted Surcharges

	PER CALL
• Station to Station:	
- Customer Dialed	\$0.75
• Person to Person:	
- Operator Assisted	1.10
- Operator Dialed Surcharge[1]	2.98
	0.60

#### B. Busy Line Verification and Interrupt Service

Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

1. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
2. Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
3. Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:
  - a. The operator verifies that the line is busy with a call in progress.
  - b. The operator verifies that the line is available for incoming calls.
  - c. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

• Busy Line Verification	\$0.35
• Busy Line Interrupt	0.40

[1] Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number.

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## 6. OPERATOR SERVICES

### 6.3 DIRECTORY LISTINGS

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the customer's exchange area of the Station number which is designated as the customer's main billing number. Directory listings of additional Company Station numbers, other than the customer's main billing number, associated with a customer's service will be provided for a monthly recurring charge per listing.

- A. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.
- B. The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- C. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.
- D. In order for listings to appear in an upcoming directory, the customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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**6. OPERATOR SERVICES**

**6.3 DIRECTORY LISTINGS (Cont'd)**

E. Directory listings are provided in connection with each customer service as specified herein.

1. Primary Listing – A primary listing contains the name of the customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the customer. This listing is provided at no additional charge.
2. Non-published Listings - Listings that are not printed in directories or available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the customer's request, providing for the omission or deletion of the customer's telephone listing from the telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in this Section. Rates for Non-published listings are specified below.

F. Charges - Monthly Recurring Charges associated with Directory Listings are specified below:

	<b>MONTHLY CHARGE</b>
• Non-Published Number (per number)	-
• Listing not in directory or directory assistance	\$1.75

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## 7. DEDICATED SERVICES

### 7.1 SERVICE DESCRIPTIONS

#### 7.1.1 QWEST METRO PRIVATE LINE (QMPL)

##### A. Description

Qwest Metro Private Line Service (QMPL) provides dedicated, point-to-point, private line connections between two customer locations, over a shared, high capacity fiber-optic network. The locations can be single-customer buildings, multi-tenant units or carrier POPs. The service is available only to end user business customers. The minimum term is one year.

QMPL Service is provided as follows:

1. On-Net to On-Net is an arrangement where both ends of the service originate in buildings using facilities that are provisioned by the Company. This service is provided at speeds of 1.544 Mbps (DS1), 44.736 Mbps (DS3), 155.52 Mbps (OC3), 622.08 Mbps (OC12) and 2.488 Gbps (OC48).

Concatenated OC3C, OC12C and OC48C are also offered. Concatenated services are not multiplexed or channelized. The entire bandwidth of the service is available to the customer for maximum transmission throughput.

2. On-Net to Off-Net is an arrangement where service is provisioned using a combination of On-Net facilities provided by the Company, and facilities that are owned and operated by a third party provider, which is considered Off-Net. The Company will order Off-Net facilities on the customer's behalf. This arrangement is provided for DS1 through OC12 only.

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## 7. DEDICATED SERVICES

### 7.1 SERVICE DESCRIPTIONS

#### 7.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)

##### B. Terms and Conditions

###### Availability

- QMPL Service can only be provided where suitable facilities are available.
- Where suitable facilities are unavailable for provisioning of the service, but the Company agrees to provide service, special construction of the facilities may be necessary and Special Construction charges may apply.
- OC48 is not provided on an Off-Net basis.

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## 7. DEDICATED SERVICES

### 7.1 SERVICE DESCRIPTIONS

#### 7.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)

##### C. Rate Elements

###### 1. Mileage

Mileage provides for the transmission facilities between two customer POTs. Mileage is comprised of a fixed rate element and a per mile rate element. Mileage is measured by airline miles between the customer's Points of Termination (POT), using the V & H Coordinates method.

###### 2. Multiplexing

Multiplexing provides the ability to convert a higher speed channel to several lower speed channels, or to combine several lower speed channels into a single higher speed channel. Multiplexing is offered to On-Net to On-Net customers only. The multiplexing hierarchy is as follows:

- DS3 channelizes to 28 DS1s
- OC3 channelizes to 3 DS3s
- OC12 channelizes to 4 OC3s
- OC48 channelizes to 4 OC12s

There are two types of multiplexing:

- Customer premises multiplexing, where the signal will be dropped to a lower bandwidth to different areas of a building, or
- Vendor multiplexing, that occurs in the carrier POT and gives the vendor different speed signals.

###### 3. Node

The Node provides for the communication path between a customer's designated premises and the POT to the Qwest network. A Node element applies per service, e.g. DS1 or DS3 terminated at the customer's premises.

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)**

**D. Rates and Charges**

**1. One-Year Contract**

	<b>NONRECURRING CHARGE</b>	
	<b>ON-NET TO ON-NET</b>	<b>ON-NET TO OFF-NET</b>
<b>a. Installation/Change Charge, per service</b>		
• DS3	\$355.00	\$ 5,415.00
• OC3	530.00	6,800.00
• OC12	875.00	11,950.00
	<b>MONTHLY RATE</b>	
	<b>ON-NET</b>	<b>OFF-NET</b>
<b>b. Node, per termination</b>		
• DS3	\$ 205.01	\$ 457.00
• OC3	407.63	1,035.00
• OC12	1,267.60	2,360.00
<b>c. Port, per termination</b>		
• DS3	102.50	1,785.00
• OC3	203.82	4,745.00
• OC12	633.80	10,569.00

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ISSUED: December 14, 2009

EFFECTIVE: December 14, 2009

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

D.1. (Cont'd)

	MONTHLY RATE	
	ON-NET TO ON-NET	ON-NET TO OFF-NET
d. Mileage		
• DS3		
- Fixed	\$ 441.12	\$ 360.00
- Per Mile	23.22	46.00
• OC3		
- Fixed	877.12	1,980.00
- Per Mile	46.16	174.00
• OC12		
- Fixed	2,727.57	6,390.00
- Per Mile	143.56	297.00

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ISSUED: December 14, 2009

EFFECTIVE: December 14, 2009

**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**D. Rates and Charges (Cont'd)**

**2. Two-Year Contract**

	<b>NONRECURRING CHARGE</b>	
	<b>ON-NET TO ON-NET</b>	<b>ON-NET TO OFF-NET</b>
<b>a. Installation/Change Charge, per service</b>		
• DS3	-	\$ 5,415.00
• OC3	-	6,800.00
• OC12	-	11,950.00
<b>MONTHLY RATE</b>		
	<b>ON-NET</b>	<b>OFF-NET</b>
<b>b. Node, per termination</b>		
• DS3	\$ 184.52	\$ 427.00
• OC3	366.91	1,035.00
• OC12	1,140.96	2,360.00
<b>c. Port, per termination</b>		
• DS3	92.26	1,785.00
• OC3	183.45	4,745.00
• OC12	570.48	10,569.00

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EFFECTIVE: December 14, 2009

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

D.2. (Cont'd)

	MONTHLY RATE	
	ON-NET TO ON-NET	ON-NET TO OFF-NET
d. Mileage		
• DS3		
- Fixed	\$ 397.05	\$ 360.00
- Per Mile	20.90	46.00
• OC3		
- Fixed	789.49	1,980.00
- Per Mile	41.55	174.00
• OC12		
- Fixed	2,455.06	6,390.00
- Per Mile	129.21	297.00

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ISSUED: December 14, 2009

EFFECTIVE: December 14, 2009

**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**D. Rates and Charges (Cont'd)**

**3. Three-Year Contract**

	<b>NONRECURRING CHARGE</b>	
	<b>ON-NET TO ON-NET</b>	<b>ON-NET TO OFF-NET</b>
<b>a. Installation/Change Charge, per service</b>		
• DS3	-	\$2,015.00
• OC3	-	3,000.00
• OC12	-	5,000.00
<b>MONTHLY RATE</b>		
	<b>ON-NET</b>	<b>OFF-NET</b>
<b>b. Node, per termination</b>		
• DS3	\$ 173.45	\$ 400.00
• OC3	344.89	790.00
• OC12	1,072.50	2,175.00
<b>c. Port, per termination</b>		
• DS3	86.73	978.00
• OC3	172.45	2,807.00
• OC12	536.25	8,525.00

ISSUED: December 14, 2009

EFFECTIVE: December 14, 2009

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

D.3. (Cont'd)

	MONTHLY RATE	
	ON-NET TO ON-NET	ON-NET TO OFF-NET
d. Mileage		
• DS3		
- Fixed	\$ 373.23	\$ 360.00
- Per Mile	19.64	46.00
• OC3		
- Fixed	742.12	1,755.00
- Per Mile	39.06	139.00
• OC12		
- Fixed	2,307.75	5,850.00
- Per Mile	121.46	248.00

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EFFECTIVE: December 14, 2009

**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**D. Rates and Charges (Cont'd)**

**4. Four-Year Contract**

	<b>NONRECURRING CHARGE</b>	
	<b>ON-NET TO ON-NET</b>	<b>ON-NET TO OFF-NET</b>
<b>a. Installation/Change Charge, per service</b>		
• DS3	-	\$2,015.00
• OC3	-	3,000.00
• OC12	-	5,000.00
<b>MONTHLY RATE</b>		
	<b>ON-NET</b>	<b>OFF-NET</b>
<b>b. Node, per termination</b>		
• DS3	\$159.58	\$ 376.00
• OC3	317.30	790.00
• OC12	986.70	2,175.00
<b>c. Port, per termination</b>		
• DS3	79.79	978.00
• OC3	158.65	2,807.00
• OC12	493.35	8,525.00

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**D.4. (Cont'd)**

	MONTHLY RATE	
	ON-NET TO ON-NET	ON-NET TO OFF-NET
d. Mileage		
• DS3		
- Fixed	\$ 343.37	\$ 360.00
- Per Mile	18.07	46.00
• OC3		
- Fixed	682.75	1,755.00
- Per Mile	35.93	139.00
• OC12		
- Fixed	2,123.13	5,850.00
- Per Mile	111.74	248.00

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

D. Rates and Charges (Cont'd)

5. Five-Year Contract

	NONRECURRING CHARGE	
	ON-NET TO ON-NET	ON-NET TO OFF-NET
a. Installation/Change Charge, per service		
• DS3	-	\$15.00
• OC3	-	-
• OC12	-	-
	MONTHLY RATE	
	ON-NET	OFF-NET
b. Node, per termination		
• DS3	\$148.41	\$ 355.00
• OC3	295.09	661.00
• OC12	917.63	1,426.00
c. Port, per termination		
• DS3	74.20	842.00
• OC3	147.54	1,298.00
• OC12	458.82	4,006.00

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**7. DEDICATED SERVICES**

**7.1 SERVICE DESCRIPTIONS**

**7.1.1 QWEST METRO PRIVATE LINE (QMPL)**

D.5. (Cont'd)

	MONTHLY RATE	
	ON-NET TO ON-NET	ON-NET TO OFF-NET
d. Mileage		
• DS3		
- Fixed	\$ 319.33	\$ 360.00
- Per Mile	16.81	46.00
• OC3		
- Fixed	634.96	1,710.00
- Per Mile	33.42	99.00
• OC12		
- Fixed	1,974.51	5,220.00
- Per Mile	103.92	180.00

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EFFECTIVE: December 14, 2009

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## 7. DEDICATED SERVICES

### 7.1 SERVICE DESCRIPTIONS (Cont'd)

#### 7.1.2 METRO OPTICAL ETHERNET

##### A. Description

Metro Optical Ethernet (MOE) Service is a flexible, easy-to-use, transport service that uses established Ethernet transport technology. MOE allows customers to connect multiple enterprise locations within a service area using native Ethernet protocol. MOE supports transmission speeds as low as 5 Mbps and up to 1 Gbps. The minimum term is one year.

##### B. Rate Elements

###### 1. MOE Port

MOE Port is an Ethernet port that is the physical entry point to the shared Metro Optical Ethernet Network. Ethernet Virtual Circuits (EVCs) originate and terminate on a MOE Port. Customers may choose to connect to a 10/100 or 1,000 Mbps port on the Company network. A nonrecurring charge applies per MOE Port.

###### 2. Bandwidth Profile

The Bandwidth Profile is bandwidth provisioned over the MOE Port and a monthly rate is assessed per Bandwidth Profile. Customers may subscribe to one of the following:

- 10/100 Mbps Ports: 5 Mbps, 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100 Mbps
- 1,000 Mbps Ports: 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps and 1,000 Mbps

##### C. Rates and Charges

Rates and Charges for MOE will be developed on an Individual Case Basis (ICB) arrangement in response to a bona fide request for service from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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## 7. DEDICATED SERVICES

### 7.1 SERVICE DESCRIPTIONS (Cont'd)

#### 7.1.3 QWEST QWAVE

##### A. Description

Qwest Qwave Service is a wavelength (Lambda) solution that addresses a range of dense wave division multiplexing (DWDM) transport applications including Metro and Inter-City applications. Qwave offers 2.5G (OC48), 10G (OC192), 1GbE and 10GbE LAN PHY unprotected and Protected wavelength services for customers who need high capacity transport and want greater control and visibility of their broadband services. Qwave supports synchronous optical network (SONET) and synchronous digital hierarchy (SDH) protocols. The minimum term is one year.

##### B. Rates and Charges

Rates and Charges for Qwave will be developed on an Individual Case Basis (ICB) arrangement in response to a bona fide request for service from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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ISSUED: December 14, 2009

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## 9. EMERGENCY SERVICES

### 9.1 RESERVED FOR FUTURE USE

### 9.2 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SERVICE

#### A. Description

Telecommunications Service Priority (TSP) Service allows the Company to provision and restore the customer's National Security/Emergency Preparedness (NS/EP) Telecommunications Services with TSP Authorization Codes before services without such assignments as set forth in 47 CFR Part 64, Appendix A. TSP Service is available on Company services that have a unique and identifiable circuit identification number. The service is provided on a per circuit basis and includes Qwest On-Net and Leased Local Access. The underlying NS/EP Telecommunications Service is offered pursuant to the terms and conditions of the Agreement, Service Exhibit, and/or Services Schedule applicable to the service. TSP Service is only available to federal, state and local government users and certain private sector organizations that have services that support an NS/EP function.

#### B. Conditions

1. The customer must provide the TSP Authorization Code before the Company shall provide service.
2. The Company will not accept TSP assignments or orders without an assigned TSP Authorization Code.
3. TSP restoration priorities must be requested and assigned before a service outage occurs

#### C. Special Construction

If the customer requires special construction of any kind associated with the TSP, they will be charged a one-time special construction charge determined at the time of such special construction.

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## 9. EMERGENCY SERVICES

### 9.3 EMERGENCY REPORTING SERVICES

#### 9.3.1 ENHANCED EMERGENCY NUMBER SERVICE (E911)

- A. Enhanced Emergency Number Service (E911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- B. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- C. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- D. The Company's switched network services enable the customer to access E911 Emergency Service as is available in the customer's area.

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**105. OBSOLETE SWITCHED EXCHANGE SERVICES**

**105.1 LOCAL EXCHANGE SERVICE**

As of March 1, 2007, Local Telephone Service as described herein is obsolete and is only available to existing customers. Existing customers may continue to use their service as long as it remains at the same location for the same customer.

The Company's Local Telephone Service provides a customer with the ability to connect to the Company's switching network which enables the customer to:

- place or receive calls to any calling Station in the Local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. If the customer chooses to have their line unblocked, the customer will be responsible for all charges associated with caller-paid information services.

**105.1.1 SERVICE AREA**

Where facilities are available, the service area is defined by the following LATA. QCC will only provide Local Service in the regions which are currently served by Bell South Telecommunications Inc. of Florida:

**LATAs**

458  
460

In addition to the serving exchange, the local calling area includes Extended Area Service (EAS) as shown in the tariffs of the Incumbent Local Exchange Carrier. EAS provides non-optional two-way interexchange telecommunications service between two or more exchanges without toll charges.

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## **105. OBSOLETE SWITCHED EXCHANGE SERVICES**

### **105.1 LOCAL EXCHANGE SERVICE (Cont'd)**

#### **105.1.2 LOCAL LINE**

Local Line provides the customer with a single, voice-grade communications channel. Each Local Line will include a telephone number and Touch Tone.

##### **A. Optional Features**

A customer may order the following optional features. Business rates are set forth in 105.1.2.B.3., following.

- Call Forwarding
- Call Forwarding Variable
- Remote Call Forwarding
- Repeat Dialing
- Remote Call Forwarding-Add'l Capacity

##### **B. Local Line Rates and Charges**

A local customer will be charged applicable nonrecurring charges and monthly recurring charges as set forth following.

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**105. OBSOLETE SWITCHED EXCHANGE SERVICES**

**105.1 LOCAL EXCHANGE SERVICE**

**105.1.2 LOCAL LINE**

**B. Local Line Rates and Charges (Cont'd)**

1. Nonrecurring Charges

	<b>RATE</b>
• Premise Visit	
- Initial 15 minutes	\$28.00
- Each Add'l 15 minute period	9.00

2. Recurring Charges

a. LATA 460

• Flat Rate Service – Business Line	
- First Line	40.00
- Add'l Lines	40.00
• Two Way Line with Caller ID	
- First Line	40.00
- Add'l Lines	40.00

b. LATA 458

• Flat Rate Service – Business Line	
- First Line	40.00
- Add'l Lines	40.00
• Two Way Line with Caller ID	
- First Line	40.00
- Add'l Lines	40.00
• Hunting Service	
- LATA 458	9.25
- LATA 460	9.41

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**105. RESERVED FOR FUTURE USE**

(C)

(D)

[1] This page cancels Pages 2 through 4, Release 1.

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