
ACCESS SERVICE TARIFF

Qwest Communications Corporation

Regulations, Terms, Conditions, Rates and Charges

applying to Communications Services

within the

State of Florida

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

FL2003-003

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1. APPLICATION AND REFERENCE

1.1 APPLICATION OF TARIFF

This Tariff contains regulations, terms, conditions, rates and charges applicable to the provision of Metro Private Line Service provided by Qwest Communications Corporation, hereinafter referred to as the Company, to customers.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

Issued: May 9, 2003

Effective: May 10, 2003

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1. APPLICATION AND REFERENCE

1.3 SUBJECT INDEX

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1. APPLICATION AND REFERENCE**1.4 TARIFF FORMAT****1.4.1 LOCATION OF MATERIAL**

- A. Section 1 provides the following for all of the sections in this Tariff:
- Subject Index - an alphabetical listing to find the desired section.
 - Table of Contents - A numerical listing to find the desired section and page.
- B. Each individual section in the Tariff provides a Subject Index for the material located within that section.
- C. Obsolete Service Offerings

Obsolete service offerings are identified in the Tariff by adding 100 to the current section number.

1.4.2 OUTLINE STRUCTURE

This document uses nine levels of indentations referred to as Tariff Information Management (TIM) Codes, as outlined below:

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

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1. APPLICATION AND REFERENCE

1.4 TARIFF 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. APPLICATION AND REFERENCE**1.5 EXPLANATION OF CHANGE SYMBOLS**

SYMBOL	EXPLANATION
(C)	To signify changed regulation.
(D)	To signify discontinued rate or regulation.
(I)	To signify increased rate.
(M)	To signify a move in the location of text.
(N)	To signify new rate or regulation.
(R)	To signify reduced rate.
(T)	To signify a change in text but no change in rate or regulation.

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1. APPLICATION AND REFERENCE**1.6 EXPLANATION OF ABBREVIATIONS**

ASR	- Access Service Request
DS1	- Digital Signal 1
DS3	- Digital Signal 3
F.C.C.	- Federal Communications Commission
Gbps	- Gigabits per second
IC	- Interexchange Carrier
ICB	- Individual Case Basis
Mbps	- Megabits per second
OC3	- Optical Carrier 3
OC12	- Optical Carrier 12
OC48	- Optical Carrier 48
POP	- Point of Presence
POT	- Point of Termination
QMPL	- Qwest Metro Private Line
SONET	- Synchronous Optical Network
V & H	- Vertical and Horizontal

1.7 REFERENCE TO OTHER TARIFFS

Whenever reference is made in this Tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 SCOPE

- A. The Company does not undertake to transmit messages under this Tariff.
- 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 Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those established for the service.

2.1.2 LIMITATIONS

- A. Services are offered subject to the availability of facilities and the provisions of this Tariff.
- B. The customer may not assign or transfer the use of services provided under this Tariff 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.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 LIABILITY

A. General

1. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
2. The Company and its affiliates, and their respective officers, directors and employees, shall be indemnified, defended and held harmless by the end user or Interexchange Carrier (IC) against any claim, loss, liability, damage, cost or expense including reasonable attorney fees, arising from or related to the end user's or IC's use of services offered under this Tariff, involving:
 - a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's or IC's own communications;
 - b. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by anyone other than the Company;
 - c. All other claims arising out of any act or omission of the end user or IC in the course of using services provided pursuant to this Tariff;
 - d. Any breach of this Tariff by the end user or IC; or
 - e. Entering any Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.) for any purpose.
3. 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 Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Tariff and will indemnify such customer for any damages awarded based solely on such claims, except to the extent such a claim arises out of or results from (a) modifications to the service by any person or entity other than the Company, or (b) use of the service in combination with facilities or equipment not furnished by the Company.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.3 LIABILITY

A. General (Cont'd)

4. The Company shall be indemnified, defended and held harmless by the customer for any loss or liability incurred as a result of ordering Off-Net facilities from a third-party provider, on behalf of the customer.
5. The Company's failure to provide or maintain services under this Tariff or to otherwise fulfill its obligations under this Tariff shall be excused by labor difficulties, governmental acts or orders, civil commotions, criminal actions taken against the Company, fiber cuts, acts of God, casualties and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Outage as set forth in 2.4.2, following.
6. 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.
7. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. 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, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Outage.

8. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
9. In no event shall the Company be liable to any IC or end user for any indirect, punitive, incidental, special or consequential damages (including but not limited to lost data, anticipated savings, lost revenue or lost profits) arising out of or in connection with the services offered under this Tariff (including without limitation, breach of warranty), tort (including without limitation, negligence or misuse).

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.3 LIABILITY

A. General (Cont'd)

10. The Company shall not be liable for any credit allowances with respect to temporary discontinuance of service as set forth in 2.2.1, following, or service outages caused by testing and adjustments of service as set forth in 2.3.4, following.

2.1.4 INSTALLATION AND TERMINATION OF SERVICES

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

2.1.5 CHANGES AND SUBSTITUTIONS

- A. Except as provided for equipment and systems subject to F.C.C.'s 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 Tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company.
- B. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as established for the service. 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. 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 the reasonable notification requirements.

Issued: May 9, 2003

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2. GENERAL REGULATIONS**2.1 UNDERTAKING OF THE COMPANY (Cont'd)****2.1.6 REFUSAL AND DISCONTINUANCE OF SERVICES**

- A. The Company may refuse to complete any pending orders for service and simultaneously refuse additional applications for service when the customer fails to comply with the regulations set forth in 2.2.1, 2.3 or 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) The Company will take this action upon at least 30 days written notice to the person designated by that customer to receive such notices of noncompliance. Prior to this action being taken, the Company will make final notification that such action will occur to the person designated by the customer to receive the notices of noncompliance. The Company will apply such actions to the customer uniformly across the Company's serving territory.

If the Company does not refuse additional applications for service on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer after final notification to the person designated by the customer to receive the notices of noncompliance.

- B. The Company may discontinue the provision of services when the customer fails to comply with the regulations as set forth 2.2.1, 2.3 or 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) The Company may discontinue services upon 30 days written notice to the person designated by that customer to receive such notices of noncompliance. In the case of such discontinuance, all applicable undisputed charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.6 REFUSAL AND DISCONTINUANCE OF SERVICES (Cont'd)

- C. When Access Service is provided by more than one company the companies involved in providing the joint service may individually or collectively deny service, if technically feasible and in compliance with B., preceding, to a customer for nonpayment. When the company affected by the nonpayment is incapable of instituting a service denial without cooperation from the other joint provider(s), such other company may request assistance in denying the jointly provided service. Service denial for such joint service will only include calls, which originate or terminate within, or transit, the operating territory of the company (companies) initiating the service denial for nonpayment. The company assisting in the service denial will notify the customer, with 30 days written notice after receiving a written request from the affected company. The Tariff regulations of the end office company shall apply for instituting service denial for a jointly provided service.

2.1.7 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. An outage shall not be deemed to have occurred during such service-affecting activities.

2.1.8 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.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.9 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.

2.2 USE

2.2.1 INTERFERENCE OR IMPAIRMENT AND UNLAWFUL USE

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff 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 injury or damage to Company personnel, plant, property or service is occurring, or is likely to occur or 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 Outages as set forth in 2.4.2, following, is not applicable.
- C. The services provided under this Tariff shall not be used for any purpose determined by the Company to be unlawful.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 DAMAGES

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

2.3.2 OWNERSHIP OF FACILITIES AND THEFT

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

2.3.3 EQUIPMENT SPACE AND POWER

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

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2. GENERAL REGULATIONS**2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.4 AVAILABILITY FOR TESTING**

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

2.3.5 DESIGN OF CUSTOMER SERVICES

Subject to the provisions of 2.1.5, preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.6 REFERENCES TO THE COMPANY

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

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2. GENERAL REGULATIONS**2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.7 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 Tariff, any circuit, apparatus, system or method provided by anyone other than the Company.
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses, damages, including but not limited to 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, facilities or equipment provided under this Tariff. Included, without limitation, are Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material. Also included without limitation are libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment. In addition, proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff shall be included in the indemnification. However, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.7 CLAIMS AND DEMANDS FOR DAMAGES (Cont'd)

- C. The customer(s) shall not attempt to hold the Company or the Company's employees, agents, contractors or invitees liable for, and shall hold harmless and indemnify the Company and its employees, agents, contractors or invitees from and against, demands, claims, causes of action, liabilities (including but not limited to punitive damages), costs or expenses (including reasonable attorneys fees), incurred by customer(s), its employees, agents, contractors, or invitees, arising from any acts, omissions or negligence of customer, its agents employees, contractors, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind; or any injury or damage to person or property of customer, its agents, employees, contractors, invitees or visitors, arising out of the use of Company services or property, where the injury or damage is caused by any reason other than the willful misconduct of Company its agents, employees or contractors.

2.3.8 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.

2.3.9 CONNECTIONS OF FACILITIES OR EQUIPMENT

The customer shall have sole responsibility for the installation, testing and operation of customer-provided equipment (i.e., the facilities beyond the Company demarcation point) and any services and equipment other than those facilities specifically provided by the Company unless otherwise agreed to by the Company in writing.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

- A. The Company reserves the right to examine the credit record of the customer. If the customer's financial condition is unknown or unacceptable to the Company, the customer may be required to provide the Company with a security deposit. The provision of service is contingent upon the continuing credit approval by the Company. At any time, the Company may require a deposit or other acceptable form of security if it reasonably deems itself insecure with respect to the customer's ability to pay. Simple annual interest at the rate of 7%, or at a rate established by the Commission, will be credited or paid to the customer while the Company holds the deposit.
- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government, which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers, and the payment date will be as follows:
1. The Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period. Payment for such bills is due as set forth in 3., following. If payment is not received by the payment due date, as set forth in 3., following, in immediately available funds, a late payment penalty will apply as set forth in 3., following.
 2. For billing purposes each month is considered to have 30 days.

Issued: May 9, 2003

Effective: May 10, 2003

TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

B. (Cont'd)

3. Payment Due Date and Late Payment Penalty

- a. Unless otherwise set forth in the Service Agreement, the Company will invoice the customer monthly for services. All invoiced amounts are due upon receipt. Amounts not paid in full by the due date will be considered past due and subject to an interest charge commencing from the past due date at the lesser rate of 1.5% per month or the maximum rate allowable by applicable law. If the customer fails to pay or dispute any invoice as provided for herein by the due date, in addition to its termination rights as set forth in the Service Agreement, the Company may without notice: (1) refuse to accept additional order forms; (2) temporarily discontinue provisioning the services until the customer has paid all past due amounts (including interest); and/or (3) offset such unpaid balances from any amounts that the Company owes to the customer under any other agreement(s) between the Parties. During any period of discontinuance, no service outage shall be deemed to occur.

Issued: May 9, 2003

Effective: May 10, 2003

BY: Carol P. Kuhnaw
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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

B.3.(Cont'd)

b. Billing Disputes

All bona fide disputes along with complete documentation must be submitted in writing and submitted with payment of all undisputed amounts due, or, alternatively, if the customer has already paid its invoice, the customer shall have 60 calendar days from invoice date to give notice of a bona fide dispute regarding such invoice, otherwise such invoice will be deemed correct. Notification and complete documentation of a bona fide dispute must be sent to: Qwest Communications, 4250 North Fairfax Drive, Floor 10E #107, Attn: Wholesale Financial Services, Arlington, Virginia 22203 or by facsimile to (888) 524-2070, with duplicate notification to follow via U.S. Mail or overnight delivery. An amount will not be considered "in dispute" until the customer has provided the Company with written notification and complete documentation of the bona fide dispute, and the Parties will promptly address and attempt to resolve the claim. The Company, in its discretion exercised in good faith, may request additional supporting documentation or reject the customer's bona fide dispute as inadequate. If the Company rejects such bona fide dispute, the Company will so notify the customer (and advise the customer of the availability of the Commission's complaint handling procedures) and the customer shall pay the withheld portion of the invoice within 5 business days of such notice. If the Company determines that the customer is entitled to credits or adjustments for service outages, then the Company will credit the customer's invoice for such amount on the next appropriate billing cycle.

Where the complaint procedure of the Commission has been invoked and it is determined that the disputed service has been rendered, or that the disputed charge or deposit is proper, in whole or in part, the customer must submit all payments due. Service will be discontinued for failure to pay the amount found appropriate if payment is not submitted within 15 days after notice to the customer of the Commission's determination.

Issued: May 9, 2003

Effective: May 10, 2003

BY: Carol P. Kuhnaw
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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES

The Service purchased under this Tariff is subject to the Service Level Agreements set forth on the following website <http://www.qwest.com/legal/> under the Service Level Agreement option found on the left hand side of the screen.

(C)
|
(C)
(D)

Issued: June 13, 2006

Effective: June 14, 2006

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Denver, CO 80202

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

RESERVED FOR FUTURE USE

(D)
(C)

Issued: June 13, 2006

Effective: June 14, 2006

BY: Jeffrey P. Wirtzfeld
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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

(D)

2.4.3 TITLE OR OWNERSHIP RIGHTS

The payment of rates and charges by customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

Issued: June 13, 2006

Effective: June 14, 2006

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2. GENERAL REGULATIONS

2.5 ORDERING CONDITIONS

- A. The customer shall provide all information necessary for the Company to provide and bill for the requested service.
- B. Upon acceptance of a valid customer Service Order, the Company shall notify the customer of its target date for the delivery of each facility (the "Estimated Availability Date"). Any Estimated Availability Date given by the Company to the customer shall be subject to the Company's standard and expedited interval guidelines, as amended by the Company from time to time. The Company shall use reasonable efforts to install each such facility on or before the Estimated Availability Date. The inability of the Company to deliver a facility by such date shall not be deemed a default under this Tariff. If the Company fails to make any facility available within 90 calendar days after acceptance by the Company of the customer Service Order (or such greater time as is set forth in the interval guidelines), the customer's sole remedy shall be to cancel the Service Order which pertains to such facility. The customer shall give the Company 10 calendar days written notice of such cancellation prior to the facility's delivery to the customer by the Company. The customer shall reimburse the Company for all costs incurred, in excess of the nonrecurring charge for a particular facility, relating to the development, testing and installation work performed in preparation for installation of service. If construction is required, the Estimated Availability Date may exceed 90 days. The customer will be advised at the time of its Service Order whether Special Construction charges will apply.

Off-Net facilities will be ordered on the customer's behalf with the customer's written permission. The Company will bill the customer directly for the Off-Net facilities.

- C. Start of service for each facility (the "Start of Service Date") shall begin on the date on which the customer accepts delivery of such facility. If the customer fails to give written notice that the facility is unacceptable based on material nonconformance with the standards for the service generally accepted in the industry within 5 business days after notification to the customer by the Company that the facility is available; or the customer places live traffic on the facility after notification by the Company that the facility is available, then the customer shall be deemed to have accepted such facility. The Start of Service Date shall commence as of the 5th day following such notification of availability by the Company. Following notice by the customer that a facility is inoperable as set forth preceding, the Company shall promptly take such reasonable action as is necessary to correct any such problems in the facility and shall, upon correction, notify the customer of a new Start of Service Date.

Issued: May 9, 2003

Effective: May 10, 2003

BY: Carol P. Kuhnow
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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

2. GENERAL REGULATIONS

2.5 ORDERING CONDITIONS (Cont'd)

- D. Notwithstanding anything set forth in C., preceding, the customer may delay the Start of Service Date for any facility for up to 30 calendar days from the Company's Estimated Availability Date by written notice to the Company at least 5 business days prior to any applicable Estimated Availability Date.

2.6 DEFINITIONS

Agent

Denotes any individual, corporation, or other entity who an end user or location provider designates to act on its behalf before the Company whether in conjunction with the selection of a primary IC or in conjunction with other matters pertaining to the end user's or location provider's service.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which subscribes to the services offered under this Tariff, including Interexchange Carriers (ICs) and end users.

Issued: May 9, 2003

Effective: May 10, 2003

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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Dedicated Access Arrangement

Denotes an arrangement whereby the facilities used between the customer's premises and the Interexchange Carrier's Point of Presence (POP) are directly linked. Such arrangements may involve interconnection facilities provided by the customer, another carrier or a local access provider.

End User

Denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

Fiber Optic Cable

Denotes a thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis (ICB)

Denotes a condition in which the regulations, rates and/or charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Issued: May 9, 2003

Effective: May 10, 2003

TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Interexchange Carrier (IC)

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio between two or more exchanges.

Intrastate Communications

Denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Access Provider

Denotes a local exchange carrier or other entity that furnishes interconnection facilities between the customer's premises and the Company's POP in a LATA.

Network Interface (NI)

Denotes the point of interconnection between Company communications facilities and terminal equipment, protective apparatus or other customer provided facilities.

Issued: May 9, 2003

Effective: May 10, 2003

BY: Carol P. Kuhnow
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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

On-Net Building

Denotes a building that has facilities provisioned by the Company already installed to the demarcation point.

On-Net to Off-Net

On-Net to Off-Net describes an arrangement where service is provisioned using a combination of On-Net facilities and facilities that are owned and operated by a third-party provider (Off-Net).

Point Of Presence (POP)

Denotes the physical location where an Interexchange Carrier terminates lines before connecting to the local exchange carrier, another carrier or directly to a customer.

Point Of Termination (POT)

Denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

Premises

Denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Issued: May 9, 2003

Effective: May 10, 2003

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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Registered Equipment

Denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Special Construction

Denotes the design and construction of facilities that the Company does not normally provide or that involves a greater expense than would otherwise be incurred.

Synchronous Optical Network (SONET)

Denotes a standard for the transmission of high capacity bandwidth over optical facilities using a modular multiplexing approach.

V and H Coordinates Method

Denotes a method of computing airline miles between two points by utilizing an established formula, that is, based on the vertical (V) and horizontal (H) coordinates of the two points.

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Effective: May 10, 2003

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FPSC Scan Verified 5/19/2014

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3. SERVICES

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FPSC Scan Verified 5/19/2014

3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 QWEST METRO PRIVATE LINE (QMPL)

A. Description

Qwest Metro Private Line (QMPL) Service 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 wholesale and end-user business customers.

QMPL Service is provided as follows:

1. On-Net to On-Net describes an arrangement where both ends of the service originate in buildings using facilities that are provisioned by the Qwest. No portion of the service is transported across another provider's network. This service is provided at speeds of 44.736 Mbps (DS3), 155.52 Mbps (OC3), and 622.08 Mbps (OC12).

In addition, concatenated OC3C and OC12C are 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 describes an arrangement where service is provisioned using a combination of On-Net facilities and facilities that are owned and operated by a third-party provider (Off-Net). Qwest will order Off-Net facilities on the customer's behalf. This arrangement is provided for DS3 through OC12 only.

Issued: May 9, 2003

Effective: May 10, 2003

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4250 North Fairfax Drive
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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)

B. Terms and Conditions

The terms and conditions specified in the Company QMPL Service Agreement apply in addition to those specified following:

1. Availability

- a. QMPL is available 24 hours per day, 7 days a week.
- b. QMPL Service can only be provided where suitable facilities are available.
- c. Where suitable facilities are unavailable for provisioning of the service, but where the Company agrees to provide service, special construction of the facilities may be necessary and Special Construction charges may apply.

2. Payment Options

QMPL Service is offered on 1-year through 5-year contract terms.

3. Minimum Service Period

The minimum service term for QMPL is 1 year.

4. Individual Case Basis (ICB) Pricing Arrangements

ICB pricing may be available to customers based on (but not limited to) network availability, quantity of service, length of term or competitive bid for service. The pricing will be determined on a case-by-case basis and offered to similarly situated customers on a non-discriminatory basis. ICB arrangements will be filed pursuant to Florida Public Service Commission rules in 25-9.034.

Issued: May 9, 2003

Effective: May 10, 2003

TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

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3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 QWEST METRO PRIVATE LINE (QMPL)

B. Terms and Conditions (Cont'd)

5. Service Agreements

a. At the end of the Service Agreement, the customer has the following options.

- The customer may renew the service under a new Service Agreement. Early Termination applies to the new Service Agreement.
- The customer may continue service at the rates that were in effect in the expired Service Agreement. Early Termination is not applicable.
- The customer may discontinue the service. Should the customer discontinue service after the initial Service Agreement term has expired, Early Termination charges do not apply.

b. Early Termination

If the customer chooses to completely discontinue contracted service, at any time during the term of the Service Agreement, a termination charge will apply, unless the early termination is the result of Chronic Outages as specified in 2.4.2, preceding. The termination charge is 100% of the recurring rates for the Minimum Service Term, if applicable, plus the monthly recurring rates multiplied by 30%, for the remaining number of months in the Service Agreement.

- For example, if the customer discontinues service after 6 months of a 3-year (36 month) agreement, with a 1-year (12 months) Minimum Service Term, the Termination Charge will be 100% of the monthly recurring rates for the remaining 6 months of the Minimum Service Term, plus the monthly recurring rates multiplied by 30%, multiplied by 24 months.
- If the customer discontinues service after 17 months of a 3-year (36 month) agreement, and the Minimum Service Term has been satisfied, the termination charge will be the monthly recurring rates multiplied by 30%, multiplied by 19 months.

In the event the customer's Off-Net facility is canceled prior to the end of the Service Agreement term, the customer shall be liable for any early termination fees charged by the Off-Net facility provider.

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)

C. Rate Elements

Following are the rate elements applicable to QMPL Service.

1. Node

The Node provides for the communication path between a customer's designated premises and the point of termination (POT) to the Qwest network. A Node element applies per service, e.g., DS3, terminated at the customer premises. The recurring rate is dependent on the transmission speed.

2. Port

The Port denotes the standard interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected at the Node. The recurring rate is dependent on the transmission speed.

3. 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 customer POTs via the V and H Coordinates Method, as set forth in the National Exchange Carrier Association F.C.C. No. 4. The recurring rates are dependent on distance and transmission speed.

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 QWEST METRO PRIVATE LINE (QMPL)

C. Rate Elements (Cont'd)

4. Nonrecurring Charge

Nonrecurring Charges are one-time charges that apply for installation of or changes to an existing service.

5. Special Construction

Special Construction charges may apply to provision QMPL to a customer premises that is not On-Net or projected to be On-Net.

Issued: May 9, 2003

Effective: May 10, 2003

TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

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3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)****D. Rates and Charges****1. One-Year Contract**

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

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 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

Issued: May 9, 2003

Effective: May 10, 2003

BY: Carol P. Kuhnaw
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3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 QWEST METRO PRIVATE LINE (QMPL)****D. Rates and Charges (Cont'd)****2. Two-Year Contract**

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

Issued: May 9, 2003

Effective: May 10, 2003

TX273 - Tariff No. 2
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3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 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

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

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3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 QWEST METRO PRIVATE LINE (QMPL)****D. Rates and Charges (Cont'd)****3. Three-Year Contract**

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

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 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

Issued: May 9, 2003

Effective: May 10, 2003

BY: Carol P. Kuhnow
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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 QWEST METRO PRIVATE LINE (QMPL)****D. Rates and Charges (Cont'd)****4. Four-Year Contract**

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

Issued: May 9, 2003

Effective: May 10, 2003

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TX273 - Tariff No. 2
FPSC Scan Verified 5/19/2014

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3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 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

Issued: May 9, 2003

Effective: May 10, 2003

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FL2003-003

3. SERVICES

3.1 SERVICE DESCRIPTIONS

3.1.1 QWEST METRO PRIVATE LINE (QMPL)

D. Rates and Charges (Cont'd)

5. Five-Year Contract

	NONRECURRING CHARGE	
	ON-NET	ON-NET
	TO	TO
	ON-NET	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

Issued: May 9, 2003

Effective: May 10, 2003

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3. SERVICES**3.1 SERVICE DESCRIPTIONS****3.1.1 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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