

**Qwest LD Corp.**  
**d/b/a CenturyLink LD**  
Effective: October 12, 2012

RATES AND SERVICES SCHEDULE INTERSTATE/INTERNATIONAL NO. 2  
**TITLE PAGE**  
Release 1

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**INTERSTATE AND INTERNATIONAL RATES AND SERVICES SCHEDULE**

**APPLYING TO THE PROVISION OF**

**INTERSTATE AND INTERNATIONAL TELECOMMUNICATIONS**

**AS PROVIDED BY QWEST LD CORP.,**

**D/B/A CENTURYLINK LD**

**WHETHER OFFERED UNDER THAT NAME, OR THE TRADE OR BRAND NAME CENTURYLINK**

## SECTION 2 - GENERAL

### B. General Terms and Conditions (Cont'd)

#### 12. Payments

- a. The customer is responsible for payment of all charges for services furnished to the customer, its joint users 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. The Company is not liable for any damages, including toll usage charges, the customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the customer's facilities includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through customer-provided equipment which are transmitted or carried on the Company network. The Company's security department may work with customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the customer is responsible for controlling access to, and use of, its own telephone facilities. The customer agrees to pay the Company for all charges billed as a result of any use of the customer's authorization code(s), whether such use is by the customer or by a third party in connection with a lost, stolen or misappropriated authorization code, or otherwise. It is the customer's responsibility to inform the Company that an authorization code(s) has been stolen or lost.
- b. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one and one-half percent (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 (5) days after the date the payment is past due.
- c. Minimum usage charges and monthly recurring charges may be billed in advance or in arrears, depending upon the service option selected by the customer. In the event that the Service Date falls on a date other than the first day of the applicable billing cycle, the first invoice to the customer may consist of: (a) the pro-rata portion of the applicable charge(s) covering the period from the Service Date to the first day of the subsequent billing cycle and (b) the charge for the following billing cycle.

VOICE PRODUCT REFERENCE AND PRICING GUIDEBOOK FOR  
INTEREXCHANGE, INTERSTATE, AND INTERNATIONAL SERVICES

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SECTION 2 – TERMS AND CONDITIONS

**AGREEMENT FOR AT&T LONG DISTANCE INTERSTATE, AND INTERNATIONAL LONG  
DISTANCE SERVICES (AND FOR INTRASTATE LONG DISTANCE SERVICES IN SOME STATES)  
INCLUDING CALLING CARD CALLS**

THANK YOU FOR USING AT&T LONG DISTANCE SERVICES. THE AT&T LONG DISTANCE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THESE TERMS AND CONDITIONS AND ANY WRITTEN AGREEMENT. THESE TERMS AND CONDITIONS APPLY TO ALL INTERSTATE AND INTERNATIONAL LONG DISTANCE SERVICES PROVIDED TO CUSTOMERS IN ALL 50 STATES. THESE TERMS AND CONDITIONS ALSO APPLY TO INTRASTATE LONG DISTANCE SERVICES IN THE FOLLOWING STATES, EXCEPT AS NOTED BELOW: ALABAMA, COLORADO (WITH THE EXCEPTION OF NON-OPTIONAL OPERATOR SERVICES), FLORIDA, GEORGIA, INDIANA, IOWA, MAINE, MICHIGAN, KANSAS, KENTUCKY, LOUISIANA, MISSISSIPPI, MONTANA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NORTH CAROLINA, NORTH DAKOTA, OHIO, OREGON, OKLAHOMA, PENNSYLVANIA, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, VERMONT, VIRGINIA, WASHINGTON, WISCONSIN, AND WYOMING. SEE ALSO SECTION 2.34 FOR STATE-SPECIFIC TERMS AND CONDITIONS THAT MAY VARY FROM THOSE FOUND IN SECTIONS 2.1 THROUGH 2.33 OF THIS GUIDEBOOK.

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FOR RESIDENTIAL CUSTOMERS WHOSE SERVICES ARE GOVERNED BY THE RESIDENTIAL SERVICE AGREEMENT, AVAILABLE AT <http://www.att.com/servicepublications>) ONLY THE SECTIONS OF THIS GUIDEBOOK LISTED BELOW APPLY:

- Section 2.1 through Section 2.2
- Section 2.9
- Section 2.13(a), (b), (c), and (e)
- Section 2.18
- Section 2.28 through 2.33
- Section 2.34 (as applicable to individual states referred to therein)

**IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND IMMEDIATELY CONTACT YOUR AT&T CUSTOMER CARE CENTER OR SALES REPRESENTATIVE TO CANCEL SERVICE.**

VOICE PRODUCT REFERENCE AND PRICING GUIDEBOOK FOR  
INTEREXCHANGE, INTERSTATE, AND INTERNATIONAL SERVICES

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SECTION 2 – TERMS AND CONDITIONS

**2.13 Payment and Billing**

- (a) Customer is responsible for payment of all charges for Service furnished to Customer, its agents, or End Users. Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice. Monthly recurring charges continue to accrue during any suspension of Service until Service is disconnected. For the purpose of computing partial-month charges, a month is considered to consist of 30 days. AT&T Long Distance will bill calls in whole minute increments, unless otherwise stated in the Service description of Customer's calling plan. Partial minutes are rounded up to the next whole minute. If the charge for a call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.
- (b) Bills are due and payable upon receipt. Customer is liable for any reasonable fees and expenses including attorneys' fees AT&T Long Distance incurs in the collection of charges owed to AT&T Long Distance. AT&T Long Distance may also charge Customer a late fee on the overdue charges of \$5.00 or 1.5% per month, whichever is higher. When a AT&T LEC provides the billing function on behalf of AT&T Long Distance, the monthly late charge will be administered according to the applicable AT&T LEC state tariffs, regulations, and/or standard AT&T LEC company billing procedures. *In no event will either late charge exceed the highest amount allowed by law.* Charges may be assessed for unbilled Service up to two years in arrears, except for fraud, where no limitation applies.
- (c) AT&T Long Distance may assess a charge of \$25.00 whenever a check or draft presented for payment of Service is not accepted by the institution upon which it was written.
- (d) Credit Card billing and automatic withdrawal from Customer's checking or savings account may be available. If Customer presents an undue risk of nonpayment at any time, AT&T Long Distance may require Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for Service provided by AT&T Long Distance are billed on Customer's designated and approved Credit Card. Should Customer cancel or change a designated Credit Card for billing, Customer shall promptly inform AT&T Long Distance and designate new information for billing. *Charges for Service are billed monthly in accordance with terms and conditions between Customer and Customer's designated Credit Card provider.* Call detail will not be included in the Credit Card bill, but will be provided by AT&T Long Distance by separate mailing.
- (e) Customers that are direct-billed (as opposed to a shared-bill from a LEC or CLEC) must provide AT&T Long Distance updated information within 15 days of a change in billing address and/or contact information. If Customer fails to provide such updated information promptly, AT&T Long Distance reserves the right to terminate Service on 5 days oral or written notice to Customer's last known address or contact number.
- (f) AT&T Long Distance shall not be required to provide Customer with credits or adjustments beyond the applicable state's Statute of Limitations requirements that apply to the action or omission that created the need for credit or adjustment.

VOICE PRODUCT REFERENCE AND PRICING GUIDEBOOK FOR  
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## SECTION 2 – TERMS AND CONDITIONS

**2.23 AT&T Long Distance's Limitation of Liability**

The provisions of this Section do not apply to errors and omissions caused by AT&T Long Distance's willful misconduct, fraudulent conduct, or violations of law:

- (a) Except as provided in Subsection (b) and (g) of this Section, AT&T Long Distance's liability for damages of any nature arising from errors, omissions, or interruptions of AT&T Long Distance, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, changing, moving, or terminating the Service, facilities, or equipment shall not exceed an amount equal to the charges due as set forth in the applicable agreement between AT&T Long Distance and Customer for the billing period(s) during which such error, omission or interruption occurred.
- (b) In the event an error or omission in the course of establishing, furnishing, rearranging, changing, moving, or terminating the Service, facilities, or equipment is caused by the gross negligence of AT&T Long Distance, the liability of AT&T Long Distance shall be limited to and in no event exceed the sum of \$10,000.
- (c) AT&T Long Distance will not be liable to Customer for damages or statutory penalties or be obligated to make any adjustment, refund, or cancellation of charges, unless Customer has notified AT&T Long Distance in writing of facts sufficient to provide AT&T Long Distance with the reasonable basis of any dispute or claim for damages, within 60 days after an invoice is rendered by AT&T Long Distance giving rise to such dispute or claim.
- (d) IN NO EVENT SHALL AT&T Long Distance BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST REVENUE OR PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. AT&T Long Distance will not be liable for any act or omission by any other company(ies) furnishing a portion of the Service or associated facilities or equipment. If AT&T Long Distance learns of actual or likely unauthorized, fraudulent, or unlawful use of any AT&T Long Distance Service, AT&T Long Distance may suspend Service without notice or liability. AT&T Long Distance will not be liable for any failure of performance due to the use or abuse of Service by Customer including, but is not limited to, any calls placed by means of PBX-reorigination or any other equipment, service, or device.
- (e) Compensation for any injury Customer suffers due to the fault of third parties must be sought from such third parties. AT&T Long Distance will not be liable for any failure of performance due to any action, such as Blocking or refusal to accept certain calls, that AT&T Long Distance deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service.
- (f) AT&T Long Distance shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury caused by Customer, its agents, or End Users, or by facilities or equipment provided by Customer or any Third Party Vendor.
- (g) AT&T Long Distance's liability, if any, with regard to the delayed installation of facilities or commencement of Service shall not exceed \$1,000.
- (h) AT&T Long Distance shall have no liability to any person or entity other than Customer for damages of any nature arising from errors, omissions, or interruptions of AT&T Long Distance, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, changing, moving, or terminating the Service, facilities, or equipment and AT&T Long Distance's liability to Customer shall only be as set forth herein.