

ACCESS SERVICES

STATE OF SOUTH DAKOTA

SECTION 2
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CANCELS ORIGINAL PAGE 47
EFFECTIVE: AUGUST 1, 2015

ISSUED: JULY 1, 2015

2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION (continued)

2.8.3 Access Services Availability - Level B

Presubscription (Section 5.1.) and Billing Name and Address Service (Section 5.2.) shall be offered at the locations listed below:

Areas within South Dakota served by QWEST Communications.

2.8.4 Meet Point Billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

2.9 RESERVED FOR FUTURE USE

2.10 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in the tariffs or Service Guides of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under Tariff, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on a temporary basis until permanent facilities are available;
- F. involving abnormal costs; or
- G. in advance of its normal construction.

(N)

(N)

2. GENERAL REGULATIONS

2.10 SPECIAL CONSTRUCTION (continued)

2.10.1 Basis for Charges

Where the Company furnishes a facility or service on a Special Construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for Special Construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

2.10.2 Basis for Cost Computation

The costs referred to in Section 2.10.1, preceding may include one or more of the following items to the extent they are applicable:

A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:

- equipment and materials provided or used,
- engineering, labor and supervision,
- transportation,
- rights of way, and
- any other item chargeable to the capital account;

B. Annual charges including the following:

- cost of maintenance;
- depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- any other identifiable costs related to the facilities provided; and
- an amount for return and contingencies.

(N)

(N)

2. GENERAL REGULATIONS

2.10 SPECIAL CONSTRUCTION (continued)

2.10.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.10.2, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph A. shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

(N)

(N)