

“Undisputed” Charges

**5.4 Payment and Deposit**

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the payment Due Date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable **undisputed charges**, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current **undisputed charges** under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the expiration of the term of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of **undisputed** amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

**Section 8.0 – COLLOCATION**

**8.2 Terms and Conditions**

**AT&T PROPOSED LANGUAGE** - 8.2.1.31 Qwest may determine in good faith, using nondiscriminatory objective criteria, that equipment or property of CLEC has been abandoned or left unclaimed in or at a Collocation Premises. One of the objective criteria that must be present before such determination may be made is that CLEC has failed to pay **undisputed monthly recurring charges** associated with such Collocation Premises for at least three consecutive months immediately preceding such determination. Once Qwest makes such a determination, it may provide CLEC notice of abandonment which shall at a minimum include (i) the identification of the affected Collocation Premises, (ii) the bases for Qwest's determination of abandonment, (iii) a point of contact at Qwest regarding the claimed abandonment and (iv) notice that CLEC has no less than thirty (30) Days to remove its equipment or property.

**8.4.1 Ordering - All Collocation**

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest under this Agreement. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) Days, the availability and start date of, and the time frame and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

## **Section 21.0 – BILLING**

### **21.1.4. Billing Disputes**

21.1.4.1 Should CLEC or Qwest dispute, in good faith, any portion of the non-recurring charges or monthly Billing under this Agreement, the Parties will notify each other, in writing, within fifteen (15) Days following the payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies. Where the format or lack of mechanization of bills makes it impracticable to a Party to dispute bill amounts by telephone number, a dispute based on summary records shall be acceptable. In addition, where a dispute is based on summary records, the Billing Party shall determine by working telephone number all the cases where discrepancies identified on a summary basis exist. In the event of a Billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) Days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute