

**CHECK SHEET**

Title Page and Original Pages 0-1 to 0-53; 1-1; 2-0 to 2-140; 3-0 to 3-24; 4-0 to 4-14; 5-0 to 5-40; 6-0 to 6-455; 7-0 to 7-867; 8-1 to 8-513; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-46; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-157; 16-0 to 16-185; 17-0 to 17-569; 18-0 to 18-3; 19-0 to 19-7, 20-0 to 20-28; 21-1 to 21-52; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-417 inclusive of this Tariff are effective as of November 11, 2003. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

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<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
Title	Original	0-1.25	26th	0-7	Original
0-1	389th *	0-1.26	35th	0-8	Original
0-1.1	61st	0-1.27	32nd	0-9	Original
0-1.2	37th	0-1.28	19th	0-10	Original
0-1.3	47th	0-1.29	36th	0-11	1st
0-1.4	21st	0-1.30	10th	0-12	Original
0-1.5	6th	0-1.31	5th	0-13	4th
0-1.6	8th	0-1.32	8th	0-14	3rd
0-1.7	8th	0-1.33	12th	0-15	7th
0-1.8	9th	0-1.34	15th	0-15.1	3rd
0-1.9	25th	0-1.35	12th	0-16	3rd
0-1.10	23rd	0-1.36	14th	0-16.1	6th
0-1.11	16th	0-1.37	9th	0-17	6th
0-1.12	27th	0-1.38	16th	0-18	Original
0-1.13	14th	0-1.39	37th	0-19	Original
0-1.14	22nd	0-1.40	24th	0-20	1st
0-1.15	11th	0-1.41	8th	0-21	1st
0-1.16	21st	0-1.42	24th	0-22	Original
0-1.17	20th	0-1.43	36th	0-23	Original
0-1.18	25th	0-1.44	31st	0-24	2nd
0-1.19	62nd	0-1.45	15th *	0-25	1st
0-1.20	35th	0-2	1st	0-26	7th
0-1.21	11th	0-3	3rd	0-27	1st
0-1.22	11th	0-4	Original	0-28	1st
0-1.23	42nd	0-5	5th	0-29	2nd
0-1.24	14th	0-6	1st		

\* New or Revised Page.

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1801 California Street, Denver, Colorado 80202

**CHECK SHEET (Cont'd)**

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
24-365	Original	24-384	1st	24-401	Original
24-366	Original	24-385	2nd	24-402	Original
24-367	Original	24-386	Original	24-403	Original
24-368	Original	24-387	Original	24-404	Original
24-369	Original	24-388	Original	24-405	Original
24-370	Original	24-389	Original	24-406	Original
24-371	Original	24-390	Original	24-407	Original
24-372	Original	24-391	Original	24-408	Original
24-373	Original	24-392	2nd	24-409	Original
24-374	Original	24-392.1	Original	24-410	Original
24-375	Original	24-392.2	Original	24-411	Original
24-376	Original	24-393	Original	24-412	Original
24-377	Original	24-394	Original	24-413	Original
24-378	Original	24-395	Original	24-414	Original *
24-379	Original	24-396	Original	24-415	Original *
24-380	Original	24-397	Original	24-416	Original *
24-381	Original	24-398	Original	24-417	Original *
24-382	Original	24-399	Original		
24-383	Original	24-400	Original		

\* New or Revised Page.

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## **24. CONTRACT TARIFFS**

### **24.2 CONTRACT NO. 10-003**

(N)

DESCRIPTION: Overlay Discount Plan for DS0, DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from February 24, 2010, through March 26, 2010

CONTRACT  
EXPIRATION DATE: 48-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Overlay Discount Plan Contract Tariff provides for discounts associated with an aggregate monthly commitment of interstate DS0, DS1, DS3 Services and additional contributory services defined below that are not governed by this Tariff. All Services purchased under this Tariff must be located in a Price Flex Wire Center as set forth in Section 23, preceding in order to qualify for this Discount Plan. The price reductions are taken from the month-to-month rates provided under Sections 7 and 17, preceding.

Upon activation of this contract, February 24, 2010, it will continue for four 12-month agreement years, at which time it will terminate. The customer and the Company will meet at least six months before the expiration of the initial term to negotiate a new contract, this does not create any obligation for the customer and the Company to enter into a new contract.

#### **OVERLAY PLAN:**

Contributory Charges are comprised of the monthly recurring charges for the services billed by the Company in the Integrated Access Billing Services (IABS) System during the Term of this contract, after the application of any discounts.

Contributory Services are comprised of Company provided interstate Private Line and Ethernet Services, including but not limited to DS0, DS1, DS3, SST, SHNS, GeoMax, QWave and Ethernet Services.

(N)

## **24. CONTRACT TARIFFS**

### **24.2 CONTRACT NO. 10-003** **OVERLAY PLAN: (Cont'd)**

(N)

#### **1. Eligibility for Overlay Plan Discounts:**

- The customer must have paid the Company a minimum of \$340,000,000.00 during the period of January 1, 2009 through December 31, 2009.
- The customer must subscribe to the RCP commencing on February 1, 2010
- The customer is eligible to receive for each calendar month during the term, credits equal to a percentage of the customer's monthly contributory charges as set forth in the Monthly Volume-Based Credits Table following.
- The customer is eligible to receive a 12-month credit, determined based upon the 12-month Contributory Charge Levels set forth in the 12-Month Volume-Based Credits Table following.
- There are four 12-month agreement years, identified below:
  - February 18, 2010 through February 17, 2011
  - February 18, 2011 through February 17, 2012
  - February 18, 2012 through February 17, 2013
  - February 18 2013 through February 17, 2014

During each agreement year, the customer is eligible to receive Monthly Volume-Based Credits; and during each of the first three Agreement Years, Customer is eligible to receive a 12-month Volume-Based Credit, as described below.

#### **2. Monthly Volume-Based Credits:**

The customer is eligible for a Volume-Based Credit in an amount equal to the customer's monthly Contributory Charges, multiplied by the following percentages:

(N)

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 10-003**

**OVERLAY PLAN:**

2. Monthly Volume-Based Credits: (Cont'd)

<b>MONTHLY CONTRIBUTORY CHARGES ACHIEVED AT END OF THE MONTH</b>	<b>VOLUME-BASED CREDIT PERCENTAGE</b>
Up to \$28,749,999.99	0.0%
\$28,750,000.00 - \$29,583,333.32	10.0%
\$29,583,333.33 - \$30,416,666.66	14.0%
\$30,416,666.67 - \$30,833,333.32	16.6%
\$30,833,333.33 - \$31,249,999.99	16.7%
\$31,250,000.00 - \$32,083,333.32	17.2%
\$32,083,333.33 - \$32,916,666.66	17.4%
\$32,916,666.67 - \$33,749,999.99	17.6%
\$33,750,000.00 - \$34,583,333.32	17.7%
\$34,583,333.33 - \$35,416,666.66	17.8%
\$35,416,666.67 - \$36,249,999.99	18.0%
\$36,250,000.00 and above	18.1%

The credits will be applied to the customer's monthly Contributory Charges. The credit will be applied only if the customer has met the payment obligations with respect to the Contributory Charges. If however, the Company withholds any such credit and the customer cures the default within 90 days and the payment obligations are no longer disputed, then the Company will provide the appropriate credit.

The Company will calculate the customer's actual Contributory Charges monthly and create a report totaling all of the Contributory Charges included in bills generated in the month. When the criteria needed to receive the Monthly Incentive is met, the Company will apply the discount to the customer's account and/or invoice for the following month.

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 10-003**  
**OVERLAY PLAN: (Cont'd)**

(N)

3. 12-Month Volume-Based Credits:

The monthly Contributory Charges for each 12-Month period beginning on the first day of the customer's full billing cycle following February 24, 2010, will be added together to determine each year's 12-Month Contributory Charge Level. For each 12-month period of this contract during the first three years following February 24, 2010, the Company will provide the 12-Month Volume-Based Credit based on the table below:

<b>12-MONTH CONTRIBUTORY CHARGE LEVELS</b>	<b>12-MONTH VOLUME-BASED CREDIT</b>
Up to \$364,999,999.99	\$0.00
\$365,000,000.00 - \$369,999,999.99	\$6,000,000.00
\$370,000,000.00 - \$374,999,999.99	\$7,000,000.00
\$375,000,000.00 and above	\$8,000,000.00

The 12-Month Volume-Based Credit will be applied during the month following the 12-month period used to determine the Volume-Based Credit to be applied.

4. Termination Liability

The Company will waive any and all termination liability charges otherwise applicable to the customer's termination of any interstate private line DS1 and DS3 circuit(s) provisioned between a customer cell site and a Company's serving wire center or between the customer's MTSO and the Company's serving wire center. This would include any transport, where the customer is replacing such service with the purchase of Company provided Ethernet Service. The termination liability charges to be waived include, but are not limited to, minimum service period and fixed term pricing plan termination charges.

In addition to the forgoing waivers, the Company will reduce the customer's DS1 and DS3 RCP circuit commitment by the number of such circuits purchased under RCP and removed from RCP as a result of the customer's purchase of Company provided Ethernet Services.

(N)