

ACCESS SERVICE

CHECK SHEET

Title Pages 1 to 4 and Pages 1 through 25-3 inclusive of this tariff are effective as of the date shown.

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3	1st	7-258	1st	14-218.3	Original
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Cancels 1st Revised Page 1.1

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24. Pricing Flexibility Contract Offerings (Cont'd) (N)24.21 Contract No. 11-002

DESCRIPTION: DS1 and DS3 Services

CONTRACT
AVAILABILITY: Effective from January 1, 2012 through January 31, 2012CONTRACT
EXPIRATION DATE: 60 Months or December 31, 2016

AVAILABLE MSAs: MSAs identified in Section 24.1 preceding.

This contract tariff is a discount pricing plan for the Telephone Company's DS1, DS3 Services, as set forth in Sections 7 and 22 preceding, and which requires concurrent subscription to the Qwest Corporation Tariff F.C.C. No. 1, Contract No. 11-006. Eligibility for these discounts requires the customer to exceed Annual Contributory Charges of \$248,179,612.

(x)

(x)

TERMS AND CONDITIONS REQUIRED:

- The customer's Contributory Charges must meet or exceed \$62,044,903 per Measurement Period for the customer to receive a bill credit described in the Overlay Credit table following.
- The Overlay Credit Period will begin January 1, 2012, and for the remainder of the 60-month term, the Measurement Period will be a calendar quarter.
- The customer must have a minimum quarterly spend of \$62,044,903, which may be comprised of DS1, DS3, SONET, Wavelength and Ethernet Service and other Special Access Services for the following companies: CenturyTel (CT) ILEC, Embarq (EQ) ILEC, Embarq Communications, Inc., (ECI), Lightcore, Qwest Communications Company (QCC) IXC and Qwest Corporation (QC).
- An Overlay Credit will be applied to eligible DS1 and DS3 Pricing Flexibility Services in the above MSAs based upon a proportionate share of Telephone Company (EQ) and QC revenue. The credit will not exceed charges for DS1 and DS3 services billed under the contract tariff.

(N)

(x) Issued under authority of Special Permission No. 11-025 of the Federal Communications Commission.

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.21 Contract No. 11-002 (Cont'd)TERMS AND CONDITIONS REQUIRED: (Cont'd)

- The Telephone Company will calculate the customer's Contributory Charges that count towards the Annual Revenue Threshold (ART) of \$278,179,613 within 45 calendar days following the end of a Measurement Period. Customer's total Contributory Charges included on invoices with bill dates that occur within the Measurement Period will be annualized and included on a report.
- The customer must be subscribed to both the Premier Term Discount Plan (PTDP) provided under Section 7.4.16 preceding and Qwest's Regional Commitment Plan (RCP) as of December 31, 2011, and must not be under the 12 month extension following the initial five year commitment period of the PTDP.

(x)
(x)OVERLAY PLAN:

Overlay Credit: Beginning with January 1, 2012 and for each calendar quarter thereafter during the 60-month term, the customer will receive an Overlay Credit pursuant to the table below:

Annualized Contributory Charges Amount	Quarterly Overlay Credit Amount
\$0 - \$248,179,612	\$0
\$248,179,613 - \$272,616,020	1/4 of \$3,200,000
\$272,616,021 - \$278,179,612	1/4 of \$22,400,000
\$278,179,613 and above	1/4 of \$22,400,000 plus 8% of incremental Contributory Charges, which, when annualized for the Measurement Period, exceed the ART*

*ART - Annual Revenue Threshold

(N)

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.21 Contract No. 11-002 (Cont'd)ANNUAL TRUE-UP

The Telephone Company will prepare an annual Contributory Charges Report within 30 calendar days following the end of each calendar year, to determine if the Overlay Credits received during a calendar year are equal to the Overlay Credits that would have been earned if such credits had been paid annually instead of quarterly (True-up Adjustment).

AGREEMENT TERM AND TERMINATION

This Contract Tariff will terminate on December 31, 2016 unless terminated by the Telephone Company for cause, or upon default by the customer or its Affiliates of its payment obligations on any Contributory Charges. The Telephone Company may not terminate this contract until 15 business days after it provides separate written notification to the customer of its intent to terminate the contract due to the customer's failure to meet its payment obligation. In addition, if at any time during the 60-month term the customer fails to have annualized Contributory Charges greater than \$248,179,612 for two consecutive Measurement Periods, the Telephone Company may terminate this contract upon written notice, and the customer forfeits the right to receive any Overlay Credit after the date of termination.

(N)

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