

ACCESS SERVICE

24. CONTRACT TARIFFS

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ACCESS SERVICE

24. CONTRACT TARIFFS

This section may contain information in regard to services for which the issuing carrier has received regulatory relief, including the requirement to detariff the relevant services, from the Federal Communications Commission. To the extent that any information is provided in regard to said services in this tariff, it is purely for informational purposes only.

24.1 GENERAL

The following contract tariffs will be subject to the Regulations of this Tariff, unless specified otherwise.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 03-001**

DESCRIPTION.: DS1 and DS3 on Excess Facilities

CONTRACT AVAILABILITY: Effective from March 31, 2003 through June 30, 2003

CONTRACT TERM: 36- or 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23, preceding

This contract tariff is for new DS1 or DS3 Service purchased on a 36-month or 60-month Pricing Plan located where the Company has identified excess facilities into a customer's premises. For each Channel Termination installed at the aforementioned premises, a one-time credit will be given.

Monthly and nonrecurring rates and regulations for DS1 and DS3 Services are set forth in Sections 7.11, 7.12 and 17, preceding. The customer understands the actual rates are those in effect on the first day service is made available for use, i.e., the date the service order is completed by the Company. The customer shall pay the Company all applicable taxes, usual and customary surcharges and all government imposed fees and charges that relate to the service or installation rendered hereunder.

This offering is available to customers ordering DS1 or DS3 Channel Termination in a building where excess facilities exists. Such customers for each DS1 Service will receive a \$300 credit per DS1 Channel Termination and for each DS3 Service will receive a \$3,000 credit per DS3 Channel Termination, the credits will be applied to the customer's first month bill.

When service is disconnected prior to the completion of the Pricing Plan, Termination Liability and Waiver Policy, TLA, as set forth in 7.1, preceding, will apply. In addition to the TLA, the customer shall repay the credit received for each qualifying Channel Termination.

Enrollment Forms or Access Service Requests (ASR) for either DS1 or DS3 Service must be received from March 31, 2003 through June 30, 2003. Customer requested due dates for DS1 or DS3 orders must be within 60 days of receipt of either the signed Enrollment Form or the ASR.

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24. CONTRACT TARIFFS

24.2 CONTRACTS (Cont'd)

CASE NO. 03-002

ORIGINAL CONTRACT NO. CDS-030117-0006

DESCRIPTION: Self Healing Network Service (SHNS) Contract
Renewal Pricing Plan

CONTRACT
AVAILABILITY: From May 24, 2003 through June 24, 2003

CONTRACT
EFFECTIVE DATE: May 24, 2003

CONTRACT
EXPIRATION DATE: December 31, 2004

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

A. This Contract Tariff provides a renewal incentive for Private Line Services SHNS, as specified in other sections of this Tariff.

B. To qualify for this Plan, the customer must have generated a minimum annual SHNS revenue of \$18,000,000.00, as of May 24, 2003.

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24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002 (Cont'd)

C. SHNS Fixed Period Rate Plans are eligible to receive the following incentive application:

- SHNS Fixed Period Rate Plans that have expired before this Contract’s Effective Date may be extended to either 36- or 60-month terms.
- SHNS Fixed Period Rate Plans that expire after the Effective Date and before this Contract Tariff expires, may be extended to either a 36- or 60-month term contract once the original SHNS Fixed Period Rate Plan expires.
- Minimum Service Periods will not apply to SHNS Fixed Period Rate Plans renewed under this Contract Tariff.

For all SHNS Fixed Period Rate Plans covered under this Contract Tariff, the following terms and conditions apply:

- Additional discounts, as specified following, for 36- and 60-month SHNS Fixed Period Rate Plans, will be available to the customer.
- Based upon the discount the customer selects, a corresponding Termination Liability will be assessed on SHNS Fixed Period Rate Plans that terminate prior to the SHNS Fixed Period Rate Plan’s term. The following schedule will be used in determining the corresponding discount and Termination Liability percentages:

DISCOUNT OFF CURRENT TARIFFED SHNS FIXED PERIOD RATE PLAN RATES	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
0%	0%
10%	20%
20%	40%

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24.2 CONTRACTS

CASE NO. 03-002

C. SHNS Fixed Period Rate Plans are eligible to receive the following incentive application: (Cont'd)

- Termination Liability is determined based on the value of the Fixed Period Rate Plan remaining at the time of termination. The calculation is made by taking the number of months remaining in the existing Fixed Period Rate Plan, times (x) the monthly discounted charge for the service being disconnected early, times (x) the applicable Termination Liability assessment percentage.
- To start receiving a discount for a SHNS ring, the customer must send a access service request to the Company that has:
 - The identifier of the particular SHNS ring
 - The applicable discount option clearly noted in the comment section of the access service request, and
 - Whether the term will be 36 or 60 months.
- Discounts will begin to apply on the effective date of the request or the expiration date of the ring's Fixed Rate Plan, whichever is the latter of the two.
- Upon the effective date of renewal, the rates for a SHNS Fixed Period Rate Plan will not increase for the term of the renewal.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACTS (Cont'd)**

CASE NO. 03-003

ORIGINAL CONTRACT NO. MIN-940830-0004

DESCRIPTION: Synchronous Service Transport (SST) with Self-Healing Alternate Route Protection (SHARP) Contract

CONTRACT AVAILABILITY: From June 12, 2003 through July 12, 2003

CONTRACT EFFECTIVE DATE: June 12, 2003

CONTRACT EXPIRATION DATE: Thirty-six Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

- A. This Contract Tariff provides an incentive for Private Line SST with SHARP, as specified in other sections of this Tariff,
- B. SST with SHARP Fixed Period Rate

For the SST with SHARP Fixed Period Rate Plan covered under this Contract Tariff, the following terms and conditions apply:

- SST with SHARP is available on a 36-Month Fixed Period Rate Plan. This incentive plan will discount the SST and SHARP 36-month term rates that are in effect on the day service is made available by 20%.
- Termination Liability is determined based on the value of the Fixed Period Rate Plan remaining at the time of termination. The termination charge is 70% of the total monthly charges for the remaining portion of the term, unless the customer chooses to discontinue pricing plan service prior to completion of the minimum service period of 12 months. In which case, the remaining number of months in the minimum service period will be billed at 100%.

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24.2 CONTRACTS

CASE NO. 03-003 (Cont'd)

C. To qualify for this Plan, the customer must install two OC48 (2.488 Gbps) SST, point-to-point circuits with SHARP. The order(s) to install service:

- Must be received by the Company on the same day, at the same time
- Must have the same requested due date
- Orders must be completed within 120 days of signed contract unless delayed due to Company reasons

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24. CONTRACT TARIFFS

24.2 CONTRACTS (Cont'd)

CASE NO. 03-004

ORIGINAL CONTRACT NO. 85551

DESCRIPTION: Private Line Contract

CONTRACT
AVAILABILITY: From October 1, 2003 through October 31, 2003

CONTRACT
EFFECTIVE DATE: October 1, 2003

CONTRACT
EXPIRATION DATE: October 1, 2004

AVAILABLE MSAs: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until October 1, 2004. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACTS**

CASE NO. 03-004 (Cont'd)

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.

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24.2 CONTRACTS

CASE NO. 03-004

D. Annual Incentive and Circuit Requirements (Cont'd)

4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$35,500,000.00. The Minimum Contributory Charge of \$30,681,439.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$4,818,561.00. Using the information provided in 7., following, the associated incentive percentage for this example is 15%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, and the Annual Incentive equals \$722,784.00.

$$(\$35,500,000 - \$30,681,439.00) \times 15\% = \$722,784.00$$

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CASE NO. 03-004

D. Annual Incentive and Circuit Requirements (Cont'd)

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	4,500	6,000
DS3	70	100

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$30,681,439.00	\$40,499,500.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$30,681,439.00 - \$33,135,954.00	10%
33,135,954.00 - 35,590,469.00	15%
35,590,469.00 - 38,044,985.00	20%
38,044,985.00 - 40,499,500.00	25%

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 03-005**

DESCRIPTION.: Incentive Offering for DDS, DS1, DS3, SST or SHNS Service

CONTRACT AVAILABILITY: Effective from November 15, 2003 through February 13, 2004

CONTRACT TERM: 36- or 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23, preceding

This contract tariff provides an incentive for customers of competitors to subscribe to the Company's DDS, DS1, DS3, SST or SHNS Service offered in Sections 7, 15 and 17 of this Tariff. Following is a list of requirements and restrictions that must be adhered to by prospective customers for eligibility:

- The service addresses must be identical to the addresses of the service provided by the competitor
- Must present documentation demonstrating that current service is being provided by a competitor. Examples of documentation are as follows:
 - Invoices
 - Design Layout Report
 - Coordinated orders to move the service
- Must subscribe to 36- or 60-Month Term Plans for DDS, DS1, DS3, SST or SHNS Service
- Not available as month-to-month service or Qwest Private Line Regional Commitment Plan (RCP)

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 03-005 (Cont'd)**

The following incentives will be offered to customers who meet the aforementioned criteria for eligibility:

- Customers subscribing to a 36-Month Term Plan for DDS, DS1, DS3, SST or SHNS Service will receive:
 - A waiver of nonrecurring charges on all DDS, DS1, DS3 Channel Terminations and Transport Channels, excluding special construction
 - Two month credit on all DDS, DS1, DS3 Channel Terminations and Transport Channels; SST all Nodes and Transport Channels or SHNS Hub Nodes and/or Access Nodes and Interoffice Transport, excluding surcharges and applicable taxes
- Customers subscribing to a 60-Month Term Plan for DDS, DS1, DS3, SST or SHNS Service will receive:
 - A waiver of nonrecurring charges on all DDS, DS1, DS3 Channel Terminations and Transport Channels, excluding special construction
 - Three month credit on all DDS, DS1, DS3 Channel Terminations and Transport Channels; SST all Nodes and Transport Channels or SHNS Hub Nodes and/or Access Nodes and Interoffice Transport, excluding surcharges and applicable taxes

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 03-005 (Cont'd)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) will apply, as specified in previous sections of this tariff for the respective products offered in this contract. In addition to the TLA, the customer will be responsible for reimbursing the Company for any incentives received.

Orders for DDS, DS1, DS3, SST or SHNS Service must be received from November 15, 2003 through February 13, 2004. Customer requested due dates for DDS or DS1 order(s) must be within 60 days of receiving customer authorization for the order(s), and customer requested due dates for DS3, SST or SHNS order(s) must be within 120 days of receiving customer authorization for the order(s).

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-001**

DESCRIPTION: Contract for DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from March 31, 2004 through April 30, 2004

CONTRACT TERM: 60-Months

This contract tariff is for a combination of new DS1 and DS3 Services purchased on a 60-month Pricing Plan. All rate elements for the DS1 and DS3 Services will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17, preceding, and all nonrecurring charges will be waived. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this DS1 Contract Offer:

- Service must be located at a Federal Military Installation
- Service must be in any of the following Colorado Springs, Colorado Wire Centers: Colorado Springs, East CLSPCOEA, Colorado Springs CLSPCOMA and Stratmoor CLSPCOSM
- Service must be comprised of a minimum of 21 DS1s and 1 DS3

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-002

DESCRIPTION: Contract for Synchronous Service Transport (SST)
Bandwidth Capacity of 2.488 Gbps OC48

CONTRACT AVAILABILITY: Effective from April 10, 2004 through
June 10, 2004

CONTRACT
EFFECTIVE DATE: April 10, 2004

CONTRACT
EXPIRATION DATE: Sixty Months from the date the service is made
available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Synchronous Service Transport (SST) Bandwidth Capacity of 2.488 Gbps OC48 purchased on a 60-month Pricing Plan. Each SST OC48 purchased under this contract will be discounted 22% from the total 60 month OC48 rates, based on all rate elements in effect at the time the customer's service is activated. However for billing purposes, the 22% discount will not be applied to all of the rate elements. Rather, each OC48 Node element will be discounted proportionally to achieve the 22% total discount on the OC48 system. For example: if the 22% total system discount equates to \$1,000 for a four Node system, each of the four nodes will receive a discount of \$250 off the monthly recurring charge in effect at the time service turns up. All other rate elements, including any initially or subsequently ordered, will be billed at the current monthly rate(s) as set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The nonrecurring charge on ports will be waived for all ports ordered before the last day of the first full month following the initial activation of the associated OC48. All other nonrecurring charges will apply.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-004

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) Ring Bandwidth Capacity of 622.08 Mbps (OC12) with a Connecting Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel

CONTRACT AVAILABILITY: Effective from May 29, 2004 through June 29, 2004

CONTRACT EFFECTIVE DATE: May 29, 2004

CONTRACT EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for a Self-Healing Network Service (SHNS) Ring Bandwidth Capacity of 622.08 Mbps (OC12) purchased on a 60-month Pricing Plan at the prices set forth, below. The Self-Healing Network Service (SHNS) Ring Bandwidth Capacity of 622.08 Mbps (OC12) with a connecting Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel purchased on a 6-month minimum term at prices set forth, below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rates following. All other rate elements, including any initially or subsequently ordered, will be billed at the current monthly rate(s) as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this SHNS Contract Offer:

- The SHNS Service must connect to a Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel at the Bloomington, MN wire center (BLTNMNC)
- The Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel must be installed at the same time the SHNS Ring is installed
- The Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel must be ordered on a 6-month MSP which maybe terminated at the end of the 6-month MSP without TLA

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-004 (CONT'D)**

The customer may move or add to the SHNS Service where facilities exist at the current recurring and nonrecurring charges. There may be occasions when SHNS is not available due to facilities limitations, or when it may be necessary to construct facilities. If Special Construction is involved, the regulations as set forth in Tariff F.C.C. No. 2 apply.

The following rate structure applies to the initial connection of this SHNS Contract Offer:

- The nonrecurring charge for the initial installation of the SHNS and connecting SST will be \$165,301.00

SHNS SERVICE ELEMENTS	MONTHLY RATE	QUANTITY	TOTAL MONTHLY RATE
• Access Nodes,	\$1,762.20	3	\$5,286.60
• Hub Nodes	2,710.00	1	2,710.00
• DS3 Access Ports	215.00	10	2,150.00
• OC3 Access Ports	480.00	3	1,440.00
• DS3 Hub Ports	230.00	5	1,150.00
• Transport Mileage	82.80	28	2,318.40
• COCC	10.00	5	50.00
• SRC	300.00	1	300.00

SST SERVICE ELEMENTS	QUANTITY	MONTHLY RATE
• Circuit,	1	\$5,000.00
- Additional Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel Service Elements may be added at the rates set forth in Section 17, preceding, so long as such additions are coterminous with the existing SST Circuit.		

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-003

DESCRIPTION: Contract for all Synchronous Service Transport (SST) Ports and all Self-Healing Network Service (SHNS) Ports

CONTRACT AVAILABILITY: Effective from May 29, 2004 through August 31, 2004

CONTRACT EFFECTIVE DATE: May 29, 2004

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for all Synchronous Service Transport (SST) Ports and all Self-Healing Network Service (SHNS) Ports. This offer waives the nonrecurring charge for all Synchronous Service Transport (SST) Ports and all Self-Healing Network Service (SHNS) Ports when installed or ordered prior to August 31, 2004 with order completion within 90 days of the order application date. When order completion is delayed due to Company reasons, the order completion date will be extended.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-005**

DESCRIPTION: Contract for DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from May 27, 2004 through June 27, 2004

CONTRACT
EFFECTIVE DATE: May 27, 2004

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 60-month Pricing Plan Rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this DS1, DS3, SST and/or SHNS Contract Offer:

- The customer must commit to purchasing at least \$10,600,000 of Contributory Services over 36-months. Contributory Services include SHNS, SST, SHARP (Self-Healing Alternate Routing Protection), SRS (SONET Ring Service), DS3, DS1, DDS (Digital Data Service), DSS (Digital Switched Service), Low Speed Data, VG36, VG32, Scan Alert, Analog Trunks, DPA (Different Premise Address), Selective Screening, ISDN Basic Rate Service, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail and Measured Business Lines.
- No more than 60% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$10,600,000 commitment within the first 36-months:
 - The customer may renew the Initial Term on a month-to-month basis until either the Company or the customer provides the other party with no less than 60 days written notice of termination. Once termination is declared the customer may have up to 12 months to transition off the services or

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24.2 CONTRACT NO. 04-005

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$10,600,000 commitment within the first 36-months (Cont'd):
 - See Amendment One, following, for the terms and conditions for the Second term of this contract:
- If at the end of the 36-month term the customer has not met the \$10,600,000 commitment then:
 - The customer may pay the interstate shortfall and have up to 12 months to transition off the services or
 - The customer may elect to extend the contract 1 year, contributing that year's revenue toward the interstate shortfall. If the \$10,600,000 commitment has not been met by the end of the 4th year the customer will be responsible for the interstate shortfall and may have up to 12 months to transition off the services.
- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-005****1ST AMENDMENT TO THIS CONTRACT TARIFF**

AMENDMENT

AVAILABILITY: Effective from November 1, 2006 through
December 1, 2006.

AMENDMENT

EFFECTIVE DATE: November 1, 2006

This Contract Tariff Amendment officially establishes a second term commencing on November 1, 2006 at the same interstate rates as the initial term agreement. This second term will expire on June 6, 2011 under the following terms and conditions:

- The customer must agree to a new Revenue Commitment for the second term of \$6,000,000
- In the event, the \$6,000,000 Revenue Commitment has not been met by June 6, 2011, the customer must pay the shortfall at that time and will have up to twelve months from the end of the second term to transition the services.
- Upon the expiration of the second term and the \$6,000,000 Revenue Commitment has been met this contract will continue on a month-to-month basis until the customer or the Company provides no less than sixty days written notice of termination.
- If this second term is terminated or all service under this contract is disconnected prior to June 6, 2011 and the \$6,000,000 Revenue Commitment has not been met, then the shortfall must be paid no later than 30 days after the customer receives the invoice. The formula established to calculate the shortfall for the initial term will be used to calculate the shortfall of the second term as set forth above.

The following eligibility criteria must be met to receive this Contract Offer:

- The customer must have met the initial term Revenue Commitment of \$10,600,000 on or before November 1, 2006.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-006

DESCRIPTION: Contract for Two GeoMax Circuits

CONTRACT AVAILABILITY: Effective from May 27, 2004 through June 27, 2004

CONTRACT EFFECTIVE DATE: May 27, 2004

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for a two GeoMax circuits purchased on a 36-month Pricing Plan. All rate elements for the GeoMax Services will be available at 25% less than the 36-month term plan rates set forth in Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this GeoMax Contract Offer:

- Service must be in any of the following Washington State MSA Wire Centers: Seattle – East, STTLWA03; Renton, RNTNWA01; Bellevue, BLLVWAGL; and Issaquah, ISQHWAEX.
- Service must be a renewal of an existing 36-month term plan
- Service must be comprised of a two node configuration

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-007

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) with an OC12 Bandwidth

CONTRACT AVAILABILITY: Effective from May 27, 2004 through June 27, 2004

CONTRACT EFFECTIVE DATE: May 27, 2004

CONTRACT EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II Wire Centers; as defined in Section 23

This contract tariff is for a Self-Healing Network Service (SHNS) with an OC12 Bandwidth purchased on a 60-month Pricing Plan. All rate elements for the SHNS will be available at 25% less than the 60-month term plan rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this SHNS Contract Offer:

- Service must be in any of the following Minnesota State MSA Wire Centers: Eagan, MN, EAGNMNLB; Minneapolis, MPLSMNDT; and St. Paul, STPLMNMK.
- The customer's total monthly charges for Company Private Line and Switched Services ordered out of this tariff must be equal to or greater than \$75,000 at the effective date of this contract

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CASE NO. 04-008

DESCRIPTION.: SST Pricing Plan Renewal

CONTRACT AVAILABILITY: Effective from June 11, 2004 through December 31, 2004

CONTRACT EFFECTIVE DATE: June 11, 2004

CONTRACT EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23, preceding

- A. This Contract Tariff provides a renewal incentive for Synchronous Service Transport (SST) Service, as specified in Section 7, preceding.
- B. To qualify for this Plan, the customer must have generated a minimum annual SST revenue of \$18,000,000.00, based on the current month billing (the last bill the customer receives before a renewal is requested).

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CASE NO. 04-008 (CONT'D)**

C. SST Fixed Period Rate Plans are eligible to receive the following discount application:

- SST Fixed Period Rate Plans that have expired before this Contract's Effective Date may be renewed for an additional 36- or 60-month term.
- SST Fixed Period Rate Plans that expire after the Effective Date and before this Contract Tariff expires (December 31, 2004), may be renewed to either a 36- or 60-month term contract once the original SST Fixed Period Rate Plan expires.
- Minimum Service Periods will not apply to SST Fixed Period Rate Plans renewed under this Contract Tariff.

For all SST Fixed Period Rate Plans covered under this Contract Tariff, the following terms and conditions apply:

- Renewal discounts, as specified following, for 36- and 60-month SST Fixed Period Rate Plans, will be available to the customer.
- Based upon the discount percent the customer selects, a corresponding Termination Liability will be assessed on SST Fixed Period Rate Plans that terminate prior to the SST Fixed Period Rate Plan's term. The following schedule will be used in determining the corresponding discount and Termination Liability percentages:

DISCOUNT OFF CURRENT TARIFFED SST FIXED PERIOD RATE PLAN RATES	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
0%	0%
10%	20%
20%	40%

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24. CONTRACT TARIFFS

24.2 CASE NO. 04-008

C. SST Fixed Period Rate Plans are eligible to receive the following discount application: (Cont'd)

- Termination Liability is determined based on the value of the Fixed Period Rate Plan remaining at the time of termination. The calculation is made by taking the number of months remaining in the existing Fixed Period Rate Plan, times (x) the monthly discounted charge for the service being disconnected early, times (x) the applicable Termination Liability assessment percentage.
- To start receiving a discount for SST, the customer must send an access service request to the Company that has:
 - The identifier of the particular SST
 - The applicable discount option clearly noted in the comment section of the access service request, and
 - Whether the term will be 36 or 60 months.
- Discounts will begin to apply on the effective date of the request or the expiration date of the SST's Fixed Rate Plan, whichever is the latter of the two.
- Upon the effective date of renewal, the rates for a SST Fixed Period Rate Plan will not change for the term of the renewal.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-009**

DESCRIPTION: Contract for DS1

CONTRACT AVAILABILITY: Effective from July 10, 2004 through August 10, 2004

CONTRACT TERM: 60-Months

This contract tariff is for DS1 Services purchased on a 60-month Pricing Plan. All rate elements for the DS1 Services will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this DS1 Contract Offer:

- Service must be located at a Federal Military Installation
- Service must be in the following Aurora, Colorado Wire Center: Aurora AURRCOMA
- Service must be comprised of a minimum of 17 DS1s

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-010

DESCRIPTION: Contract for System Discounts per DS3 CO Ports and per OC3 CO Ports working in conjunction with Eligible Synchronous Service Transport (SST) Systems

CONTRACT AVAILABILITY: Effective from July 10, 2004 through August 10, 2004

CONTRACT EFFECTIVE DATE: July 10, 2004

CONTRACT EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II Wire Centers located in the MSAs of Salt Lake City, Utah; Tucson, Arizona; Albuquerque, New Mexico; and Colorado Springs, Colorado; as defined in Section 23

This contract tariff is for a system discount per DS3 CO Port and per OC3 CO Port working in conjunction with eligible Synchronous Service Transport (SST) Systems at discounts set forth, below. The discount rate for one OC3 CO Port will be equivalent to 3-DS3 CO Ports.

The discount in this contract tariff is for each CO DS3 Port or CO OC3 Port (i.e., an OC3 Port will be treated like 3-DS3 Ports for the discount). Only CO Ports on one side of the circuit are eligible for the discount (Remote Ports are not eligible for discount).

The availability of a new SST System contemplates the use of existing facilities. There may be occasions when SST is not available due to facilities limitations, or when it may be necessary to construct facilities. If Special Construction is involved, the regulations as set forth in Tariff F.C.C. No. 2 apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-010 (Cont'd)

The customer must have at a minimum the following SST Systems as specified in the respective MSAs listed below:

SALT LAKE CITY MSA	ALBUQUERQUE MSA	TUCSON MSA	COLORADO SPRINGS MSA
• 1-OC12 System		6-OC12 Systems	
• 2-OC24 Systems	1-OC24 System	2-OC24 Systems	
• 1-OC48 System	1-OC48 System		2-OC48 Systems
• 1-OC192 System			

The customer will receive the discounts as set forth below:

- In the Salt Lake City, Utah, MSA, the customer is required to sign up for a new 60-month term plan for their existing OC12 System and OC192 System to be eligible for this discount offer. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan. Ports for the remaining OC24 and OC48 Systems are eligible for the discount under this offer through the end of their existing term and may be moved to the OC192 System as the original term plans expire on the existing OC24 and OC48 Systems.

SYSTEM SIZE	<u>SALT LAKE CITY</u> MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	MONTHLY DISCOUNT PER DS3 PORT
• OC12 System, with a minimum of 39 Transport Channel Miles	12	\$405.13
• OC24 System	24	117.79
• OC48 System	48	117.79
• OC192 System	192	117.79

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-010**

The customer will receive the discounts as set forth below (Cont'd):

- In the Tucson, Arizona, MSA, the customer is required to sign up for a new 60-month term plan for their existing 4-OC12 Systems to be eligible for this discount offer. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan. Ports from the remaining OC12 and OC24 Systems in the Tucson, Arizona, MSA are eligible for the discount under this offer through the end of their existing term. However, to remain eligible for the discount, as the customer disconnects the existing OC12 and OC 24 Systems during the term of this contract tariff, to replace the capacity it had on those systems, the customers must also install either another new OC48 System or 2 new OC12 Systems for a total of either 1-OC48 System and 4-OC12s or 6-OC12 Systems with 60-month term plans. Those OC48 or OC12 Systems will remain eligible for the discount through the expiration of their 60-month term plans.

SYSTEM SIZE	<u>TUCSON</u>	
	MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	MONTHLY DISCOUNT PER DS3 PORT
• OC12 System	12	\$105.00
• OC24 System	24	105.00
• OC48 System	48	58.54

- In the Albuquerque, New Mexico, MSA, the customer is required to sign up for a new 60-month term plan for a new OC48 System to replace the existing OC24 System. The customer must also install one new OC48 System in Albuquerque during the term of this contract that will replace the existing OC48 System at the end of the OC48 System term plan. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan.

SYSTEM SIZE	<u>ALBUQUERQUE</u>	
	MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	MONTHLY DISCOUNT PER DS3 PORT
• OC48 System	48	\$58.54

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-010**

The customer will receive the discounts as set forth below (Cont'd):

- In the Colorado Springs, Colorado, MSA, the customer is required to sign up for a new 60-month term plan for the 2-OC48 Systems in the Colorado Springs MSA at the beginning of this contract tariff offer. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan.

SYSTEM SIZE	COLORADO SPRINGS	
	MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	MONTHLY DISCOUNT PER DS3 PORT
• OC48 System	48	\$42.28

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-011**

DESCRIPTION: Contract for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT EFFECTIVE DATE: July 31, 2004

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 36-month Pricing Plan Rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any shortfall charge or Termination Liability, so long as the Revenue Commitment set forth below, is met and any associated nonrecurring revenue charges disclosed to the customer in advance are paid.

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer:

- The customer must commit to purchasing at least \$66,000,000 of Contributory Services over 36-months. Contributory Services include Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS), Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, GeoMax Service, Frame Relay Service (FRS), LAN Switching Service and ATM.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-011**

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer(Cont'd):

- No more than 50% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff. This Contract will replace and supercede all existing and prior agreements for services between the customer and the Company. The customer shall not incur any Termination Liability, shortfall or cancellation penalties under any existing agreements that are replaced or superceded by this Contract. In addition any existing services that have a minimum service period and are services that will move under this Contract, shall be able to count time in service toward the satisfaction of the applicable minimum service period under this Contract.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$66,000,000 commitment within the first 36-months:
 - The customer must notify the Company in writing of their intent to renew this Contract
 - The Contract may be automatically extended on the same terms and conditions, but excluding the revenue commitment, for a period of six months from the end of the thirty-six month period when the customer and the Company are involved in good faith negotiations
- If at the end of the 36-month term the customer has not met the \$66,000,000 commitment then:

If the customer fails to meet the revenue commitment, the Company at its sole option, may assess a shortfall charge, provided that the shortfall charge has not been waived or reduced in an amount equal to the difference between the revenue commitment and the actual amounts billed and paid for during the thirty-six month period

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete(Cont'd):

- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from March 1, 2006 through March 31, 2006.

AMENDMENT

EFFECTIVE DATE: March 1, 2006

This Contract Tariff Amendment is for two new GeoMax Systems purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Rates for the two GeoMax Systems:	Monthly Recurring Rates	Nonrecurring Rates
• GeoMax System One:	\$12,811.00	\$4,000.00
• GeoMax System Two:	<u>17,598.50</u>	<u>4,500.00</u>
• Systems Total	30,409.50	8,500.00

The Minimum Service Period (MSP) for this service is 26 months. Therefore if the customer terminates service or any component thereof prior to the end of the 26 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate , multiplied times the number of month remaining in the MSP.

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24. CONTRACT TARIFFS

**24.2 CONTRACT NO. 04-011
1ST AMENDMENT TO THIS CONTRACT TARIFF(Cont'd)**

The following eligibility criteria must be met to receive this Contract Offer:

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Minneapolis, Minnesota MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-011 (Cont'd)****2ND AMENDMENT TO THIS CONTRACT TARIFF**

AMENDMENT
EFFECTIVE DATE: June 11, 2005

AMENDMENT
AVAILABILITY: Effective from February 17, 2006 through
March 18, 2006.

This Contract Tariff Amendment is for one new GeoMax System purchased under the original contract tariff. The Amendment provides for a 36-month Term Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

A subsequent amendment to this GeoMax System adds an OC48 unprotected Port and a NAC both purchased co-terminus with the 36-month contract in progress.

Rates for the one GeoMax System:

- Monthly Recurring Rates \$44,776.34 (I)
- Nonrecurring Charge 9,250.00 (I)
- Special Construction Charges 30,065.00

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

The following eligibility criteria must be met to receive this Contract Offer:

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Minneapolis, Minnesota MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

3RD AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: July 7, 2006

AMENDMENT
AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

This Contract Tariff Amendment is for two new GeoMax Systems purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted rates for the two GeoMax Systems:

- Monthly Recurring Rates \$64,035.22

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

The following eligibility criteria must be met to receive this Contract Offer:

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Des Moines, Iowa MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

4TH AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: August 23, 2006

AMENDMENT
AVAILABILITY: Effective from August 23, 2006, through
September 23, 2006.

This Contract Tariff Amendment is for one additional GeoMax System and two additional OC-12 ports purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted rates for the GeoMax Systems:

- Monthly Recurring Rates \$74,934.22

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

The following eligibility criteria must be met to receive this Contract Offer:

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment.

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

5TH AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

EFFECTIVE DATE: November 20, 2006

AMENDMENT

AVAILABILITY: Effective from November 18, 2006, through
December 18, 2006.

This Contract Tariff Amendment is for one additional GeoMax System purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted rates for the GeoMax Systems:

- Monthly Recurring Rates \$89,410.22

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

The following eligibility criteria must be met to receive this Contract Offer:

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Des Moines, Iowa MSA

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-012

DESCRIPTION: Contract for one DS3 and 37 - DS1Circuits

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT
EFFECTIVE DATE: July 31, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Minneapolis-St. Paul MSA, Phase I and Phase II, as defined in Section 23

This contract tariff is for one DS3 and 37-DS1 circuits purchased under a 60-month term plan at the 60-month Pricing Plan Rates. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date. The nonrecurring charges will be waived when eligibility is met.

The following eligibility criteria must be met in order to receive this DS3 and DS1 Contract Offer:

- Service must be located in the Minneapolis-St. Paul MSA
- Service must be comprised of 37-DS1s and 1-DS3

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-013

DESCRIPTION: Contract for one OC3 Synchronous Service Transport (SST) Circuit

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT EFFECTIVE DATE: July 31, 2004

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Salt Lake City, Utah MSA, Phase I and Phase II, as defined in Section 23

This contract tariff is for the renewal of one OC3 Synchronous Service Transport (SST) Circuit purchased on a 60-month Pricing Plan. All recurring rate elements for the OC3 Service will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this OC3 Contract Offer:

- Service must be in the following Salt Lake City, Utah Wire Centers: Salt Lake City Main, SLKCUTMA and Salt Lake City West, SLKCUTWE.
- Service must be comprised of one existing OC3 Synchronous Service Transport (SST) Circuit in place, ready for contract renewal without any changes

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-014

DESCRIPTION: Contract for Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) or Self-Healing Alternate Route Protection (SHARP) Services

CONTRACT AVAILABILITY: Effective from August 26, 2004 through September 26, 2004

CONTRACT EFFECTIVE DATE: August 26, 2004

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) or Self-Healing Alternate Route Protection (SHARP) Services purchased under a 36-month term plan at the 60-month Pricing Plan Rates in effect on August 26, 2004. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any Termination Liability, so long as the Revenue Commitment set forth below, is met.

The following eligibility criteria must be met in order to receive this Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) or Self-Healing Alternate Route Protection (SHARP) Services Contract Offer:

- The customer must achieve an Annual Revenue Commitment of \$9,500,000 from Contributory Services. Contributory Services include Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) Self-Healing Alternate Route Protection (SHARP) Services, Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, Frame Relay Service (FRS), LAN Switching Service and ATM.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-014 (CONT'D)

Annual Review and Shortfall Terms and Conditions:

- Contributory charges shall be measured at the end of each Annual Period
- If the customer fails to meet the Revenue Commitment during any Annual Period over the 3 year period, the Company may assess a shortfall charge equal to 50% of the difference between the Revenue Commitment of \$9,500,000 and the contributory charges paid the applicable Annual Period

Upon completion of the initial 36-months of this contract, a month-to-month extension at the discounted rates will only be allowed for the remainder of a minimum service period for a particular service. All other services shall be continued on a month-to-month basis at the then current month-to-month rates.

Terms and Conditions for Early Termination of this Contract “without cause”:

- The customer must give 30 day written notification to the Company
- The customer will be responsible for paying any outstanding nonrecurring charges and/or installations charges and/or Special Construction Charges.
- The customer will be responsible for paying the remainder of the minimum service period on any service that is terminated prior to the completion of the associated minimum service period.
- The customer shall pay 50% of the Revenue Commitment for each remaining Annual Period, or fraction thereof, in the initial 36-months

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015

DESCRIPTION: Contract for one GeoMax System and two Self-Healing Network Service (SHNS) Systems

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005

CONTRACT EFFECTIVE DATE: August 28, 2004

CONTRACT EXPIRATION DATE: 72-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for one GeoMax System and two Self-Healing Network Service (SHNS) Systems purchased under a 72-month term plan at the 36-month Pricing Plan Rates in effect on August 28, 2004. A 42% discount will be applied to the 36-months rates for GeoMax and a 33% discount will be applied to the 36-months rates for SHNS, nonrecurring charges will not receive the discount. Monthly rates for the entire 72-months will be frozen from Company-initiated rate changes, at the rates in effect as of August 28, 2004.

For any new Nodes and/or Ports added after August 28, 2009, the customer will be billed as follows: 2.5 times the normal rates being paid in this contract (Example: $(\text{tariff rate} - (\text{tariff rate} \times 42\%)) \times 2.5 = \text{rate for the new circuit added after August 28, 2009}$). In the event the customer should choose to sign a new 3 year term on circuits ordered after August 28, 2009, the customer shall pay the rate outlined in the contract (42% discount from the 36-month rates in effect on the date of the new contract).

Exception: SHNS Port rate elements are billed on a monthly basis and not available under a rate plan. As a result, a 33% discount will be applied to the recurring port rates in effect at the time the port is ordered nonrecurring charges will not receive the discount.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015 (CONT'D)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Washington State MSA Wire Centers: Seattle – Main, STTLWA06; Bellevue - Sherwood, BLLVWASH; Bellevue - Glencourt, BLLVWAGL, Seattle – Cherry, STTLWACH and Seattle – Elliott, STTLWAEL.
- Must be the renewal of an existing GeoMax and an existing SHNS Systems and one new SHNS System
- GeoMax System configuration must consist of 5 Premise Nodes, 1 Central Office Node and 6 additional selves

Terms and Conditions for Renewal:

- Moves or additions to the systems contemplate the use of existing facilities. There may be occasions when SHNS or GeoMax are not available due to facilities limitations. If Special Construction is necessary, the regulations as set forth in Tariff F.C.C. No. 2 apply.
- On or before the expiration of the initial 72-month term or August 28, 2010, the customer may extend this contract for an additional 12-month period. A 45% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 36% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing.
- The customer may extend this contract for a second additional 12-month period. A 47% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 38% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015

Terms and Conditions for Renewal:(Cont'd)

- The customer may extend this contract for a third additional 12-month period. A 52% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 43% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing.
- Exception: SHNS Port rate elements will be discounted at the same percent as the SHNS System per 12 month extension period and the discount will be applied to the recurring port rates in effect at the time the port is ordered.
- At the end of the third extension, the recurring rates will revert to the current month-to-month rates or the customer may subscribe to a new contract agreement at the current rates.

Termination Liability for circuits and nodes in existence prior to November 24, 2005 and terminated prior to August 28, 2010 shall apply as follows: 100% of the monthly recurring charges shall apply in year one, 70% in years two and three and 0% in years four and five. Termination Liability for circuits and nodes that are installed on or after November 24, 2005 and terminate prior to August 28, 2010 shall apply as follows: 100% of the monthly recurring charges shall apply in year one, 70% in years two and three and 30% in years four and five.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-016

DESCRIPTION: Contract for DS3, Synchronous Service Transport (SST), GeoMax and Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from September 1, 2004 through December 1, 2004

CONTRACT EFFECTIVE DATE: September 1, 2004

CONTRACT EXPIRATION DATE: Expiration Date of Fixed Period Service Rate Plan(s)

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new or renewal DS3, Synchronous Service Transport (SST), GeoMax and Self-Healing Network Service (SHNS) Fixed Period Service Rate Plan with firm order requests received by the Company and not yet installed as of August 30, 2004. Monthly rates for the entire Fixed Period Service Rate Plan will be frozen from Company-initiated rate changes, at the rates in effect as of August 30, 2004.

Exception: SST Port and SHNS Port rate elements are billed on a monthly basis and not available under a Fixed Period Service Rate Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Customers must be either ordering a new service or renewing an existing service under a Fixed Period Service Rate Plan.
- Acknowledgement Forms or Access Service Request (ASR) for DS3, Synchronous Service Transport (SST), GeoMax and Self-Healing Network Service (SHNS) must have been received between April 1, 2004 up to and including August 30, 2004
- Customers pending installation dates must be scheduled for completion by no later than January 31, 2005. When order completion is delayed due to Company reasons, the order completion date will be extended.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-017**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48

CONTRACT AVAILABILITY: Effective from September 3, 2004 through November 3, 2004

CONTRACT EFFECTIVE DATE: September 3, 2004

CONTRACT EXPIRATION DATE: Expiration Date of Fixed Period Service Rate Plan(s)

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new Self-Healing Network Service (SHNS) OC48 36-month or 60-month Fixed Period Service Rate Plans. A SHNS OC48 may be purchased under a 36-month Fixed Period Service Rate Plan at the 60-month Fixed Period Service Rate Plan rates and a 60-month Fixed Period Service Rate Plan at a 10% discount, nonrecurring charges will not be discounted. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Exceptions:

- SHNS Port rate elements are billed on a monthly basis and not available under a Fixed Period Service Rate Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed.
- SHNS Interoffice Transport will be billed at the following rates:

- 36-month Fixed Period Service Rate Plan	\$120.00 per mile
60-month Fixed Period Service Rate Plan	108.00 per mile

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-018

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC3 and GeoMax Service

CONTRACT AVAILABILITY: Effective from September 22, 2004 through October 22, 2004

CONTRACT EFFECTIVE DATE: September 22, 2004

CONTRACT EXPIRATION DATE: 60-Months from date Service is Activated

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC3 and one GeoMax Service purchased under a 60-month term plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Total Rates for both the SHNS OC3 and GeoMax:

- Monthly Recurring Rates \$44,534.40 (R)
- Nonrecurring Rates 5,000.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- SHNS OC3 must consist of 4 Nodes and 38 miles maximum
- GeoMax System must consist of 4 Nodes and 17 miles maximum

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-019

DESCRIPTION: Contract to extend Self-Healing Network Service
(SHNS) OC48

CONTRACT AVAILABILITY: Effective from September 22, 2004 through
October 22, 2004

CONTRACT
EFFECTIVE DATE: September 22, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is to extend a Self-Healing Network Service (SHNS) OC48 for an additional 60-months. Nodes and Interoffice Transport will be discounted at 20% off the 60-month rates, all other rate elements will be billed at applicable rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Davenport-Moline-Rock Island, Iowa MSA
- Must be the renewal of a SHNS OC48, 60-month term plan

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-020

DESCRIPTION: Contract to extend a Self-Healing Network (SHNS) OC48

CONTRACT AVAILABILITY: Effective from September 22, 2004 through October 22, 2004

CONTRACT EFFECTIVE DATE: September 22, 2004

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is to extend a Self-Healing Network Service (SHNS) OC48 for 12-months at rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Monthly rate for the SHNS OC48:

- Monthly Recurring Rate \$55,613.02

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Arizona State MSA Wire Centers: Phoenix - North, PHNXAZNO; Phoenix - Main, PHNXAZMA.
- Must be the renewal of a SHNS OC48, 36-month term plan
- SHNS ring must consist of 5 Nodes, 2 Hub Nodes, 3 Access Nodes totaling 62 SHNS circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-021**

DESCRIPTION: Contract for DS1 and DS3 Services as they relate to the Regional Commitment Program (RCP)

CONTRACT AVAILABILITY: Effective from October 1, 2004 through November 1, 2004

CONTRACT EFFECTIVE DATE: October 1, 2004

CONTRACT EXPIRATION DATE: 48-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for DS1 and DS3 Services as they relate to the Regional Commitment Program (RCP). All rate elements for the DS1 and DS3 Services will be available under the terms and conditions set forth in Section 7.1.3.C, preceding, unless otherwise addressed. A credit of \$200,000 will be applied to the first three bills of customers who meet the eligibility requirements set forth below. Termination Liability and Waiver (TLA) will be waived for existing RCP and SONET Ring Service Fixed Period Service Rate Plans which will terminate early to become a part of this contract offering.

Special pricing, as set forth below, will be applied to the DS3 Transport Mileage ordered under or converted to this new RCP Plan in the eligible MSAs.

DS3 Transport Mileage Rates:

MILEAGE BANDS	MONTHLY RATE	
	FIXED[1]	PER MILE
Over 0 to 8	\$310.00	\$49.00
Over 9 to 25	320.00	49.10
Over 26 o 50	350.00	50.00
Over 51 to 200	350.00	50.00
Over 200	350.00	53.00

- [1] The Fixed Transport Mileage has a monthly commitment level of 1,448 units. When the monthly commitment level is not reached the customer will be billed an additional shortfall charge for the difference between the Fixed Transport Mileage quantity Commitment Level, minus the actual Fixed Transport Mileage Quantity, at a rate of \$320.00 per Fixed Transport Mileage Unit.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-021 (CONT'D)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Customer must convert all existing DS1 and DS3 Services currently under a SONET Ring Service (SRS) pricing plan to this new RCP Contract
- Customer must convert all existing DS1 and DS3 Services currently under a Regional Commitment Plan to this new RCP Contract
- Customer must convert a minimum of 33,943 DS1 Channel Terminations and 712 DS3 Channel Terminations from the aforementioned SRS and RCP plans combined

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-022

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48

CONTRACT AVAILABILITY: Effective from October 13, 2004 through November 13, 2004

CONTRACT EFFECTIVE DATE: October 13, 2004

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new Self-Healing Network Service (SHNS) OC48 purchased under a 60-month Fixed Period Service Rate Plan at the rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Port rate elements are billed on a monthly basis and not available under a Fixed Period Service Rate Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding. Within the first 90 days of this contract the nonrecurring charge for ports will be waived.

Monthly rate for the SHNS OC48 (excluding ports):

- Monthly Recurring Rate \$49,062.00

The following eligibility criteria must be met in order to receive this contract offer:

- SHNS OC48 must consist of 7 nodes and 145 SHNS miles

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-022 (CONT'D)**

When the entire service or a portion of the service is disconnected prior to the expiration of the Fixed Period Service Rate Plan then Termination Liability and Waiver Charges (TLA) would be calculated as follows:

- (Monthly recurring rate excluding ports) multiplied by (months remaining in billing) multiplied by (termination percentage set forth below):

MONTH TERMINATED	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
1 – 12	100%
13 – 36	70%
37 – 48	50%
49 – 60	40%

Excessive Service Outages:

An Excessive Service Outage occurs when the SHNS experiences simultaneous equipment service interruptions of both the working and protection path of the network. If during any consecutive 12 month period there are more than 2 Excessive Service Outages, the customer may terminate its purchase of service under this contract without incurring termination liability charges, unless such outages are excepted as set forth in Sections 2.1.3.A., 2.2.1.B, and 2.4.4.C, preceding. Such termination shall be effective 240 calendar days following delivery of written notice to Qwest and notice of intent to terminate service must be given within 30 calendar days of the third Excessive Service Outage.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-023**

DESCRIPTION: Contract for Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from October 13, 2004 through November 13, 2004

CONTRACT EFFECTIVE DATE: October 13, 2004

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for a new Synchronous Service Transport (SST) OC3 purchased under a 12-month Fixed Period Service Rate Plan at the rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Total Rates for both the SST OC3

- Monthly Recurring Rates \$4,662.15
- Nonrecurring Rates 800.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Minneapolis – St. Paul MSA Wire Centers: Lexington, EAGNMNLB and St. Paul - Market, STPLMNMK.
- Service must be provisioned over Company facilities already in place
- Service must not need Ports
- Must be an existing customer billing \$50,000 per month

The service may be terminated by the customer after the first month upon 30 days written notice without being billed Termination Liability and Waiver Charges (TLA) charges. However, the customer will be held liable for payment of applicable recurring and nonrecurring charges for service utilized through the date the service is terminated.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-024

DESCRIPTION: Contract for GeoMax Service and Synchronous Service Transport (SST) OC48 and OC12 Systems

CONTRACT AVAILABILITY: Effective from October 13, 2004 through November 13, 2004

CONTRACT EFFECTIVE DATE: October 13, 2004

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new GeoMax Service and Synchronous Service Transport (SST) OC48 and OC12 systems purchased under a 60-month term plan. GeoMax nodes and mileage will be discounted at 30.71% off the 60-month rates. All other GeoMax rate elements will be billed at the tariffed 60-month rates. SST OC48 and OC12 central office nodes will be discounted at 22% off the 60-month rates. All nonrecurring charges will be waived for initial installation, but subsequent orders will be billed at the tariffed rates that are in effect at the time of installation. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: GeoMax and SST Port rate elements are billed on a monthly basis and not available under a rate plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- GeoMax configuration must consist of a minimum of 7 central office nodes and fifty transport miles
- SST OC48 must consist of at least 4 circuits
- SST OC12 must consist of at least 5 circuits

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply:

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-025

DESCRIPTION: Contract for Synchronous Service Transport (SST)
OC3 Service

CONTRACT AVAILABILITY: Effective from October 26, 2004 through
November 26, 2004

CONTRACT
EFFECTIVE DATE: October 26, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Synchronous Service Transport (SST) OC3 Service purchased on a 60-month Pricing Plan as rates set forth below, nonrecurring rates will be billed as set forth in Section 17, preceding. A credit of \$1,755 will be applied to the first bill of customers who meet the eligibility requirements set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Monthly rate for the SST OC3:

- Monthly Recurring Rate \$3,620.00

The following eligibility criteria must be met in order to receive this SST OC3 Contract Offer:

- Service must be located at a Federal Military Installation
- Service must be in the following Colorado Springs, Colorado MSA Wire Centers: Colorado Springs Main – CLSPCOMA and Colorado Springs East – CLSPCOEA
- Service must be comprised of one SST OC3

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-026

DESCRIPTION: Contract for Private Line Transport Service Annual Incentive

CONTRACT AVAILABILITY: Effective from November 4, 2004 through December 4, 2004

CONTRACT EFFECTIVE DATE: November 4, 2004

CONTRACT EXPIRATION DATE: November 4, 2005

AVAILABLE MSAs: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until November 4, 2005. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-026(CONT'D)

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, only those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-026

D. Annual Incentive and Circuit Requirements (Cont'd)

4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$44,000,000.00. The Minimum Contributory Charge of \$34,723,730.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$9,276,270.00. Using the information provided in 7., following, the associated incentive percentage for this example is 15%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, the Annual Incentive equals \$2,319,067.50.

$$(\$44,000,000.00 - \$34,723,730.00) \times 25\% = \$2,319,067.50$$

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-026****D. Annual Incentive and Circuit Requirements (Cont'd)**

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	5,500	7,000
DS3	40	100

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$34,723,730.00	\$45,835,323.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$34,723,730.00 - \$37,501,628.00	10%
37,501,629.00 - 40,279,526.00	15%
40,279,527.00 - 43,057,425.00	20%
43,057,426.00 - 45,835,323.00	25%

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-027**

DESCRIPTION: Contract for GeoMax System

CONTRACT AVAILABILITY: Effective from November 4, 2004 through December 4, 2004

CONTRACT EFFECTIVE DATE: November 4, 2004

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the extension of an existing GeoMax System on a month-to-month basis at rates set forth below. This service maybe terminated as early as November 15, 2004, or can be extended up to 12 months from the effective date of this tariff and TLA will not apply.

Total Monthly Rates for the Existing GeoMax System:

- Monthly Recurring Rates \$63,975.00

Additional OC48 Protected Ports maybe added at the rates set forth below:

- OC48 Port, Protected, per port \$500.00[1]

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Washington State MSA Wire Centers: Seattle – Elliot, STTLWAEL; Bellevue - Glencourt, BLLVWAGL and Seattle – Cherry, STTLWACH.
- Must be the renewal of an existing GeoMax System
- Must be comprised of 3 Nodes and 25 Transport Channels

[1] Nonrecurring rates for OC48 Ports will be billed as set forth in Section 17, preceding.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-028**

DESCRIPTION: Contract for Synchronous Service Transport Service
Service (SST) OC12

CONTRACT AVAILABILITY: Effective from November 4, 2004 through
December 4, 2004

CONTRACT
EFFECTIVE DATE: November 4, 2004

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the extension of an existing Synchronous Service Transport Service (SST) OC12 on a month-to-month basis at rates set forth below. This service may be terminated as early as November 15, 2004, or can be extended up to 12 months from the effective date of this tariff and TLA will not apply.

Total Monthly Rates for the Existing Synchronous Service Transport Service (SST) OC12:

- Monthly Recurring Rates \$10,949.58

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Washington State MSA Wire Center:
Bellevue - Glencourt, BLLVWAGL
- Must be the renewal of an existing Synchronous Service Transport Service (SST) OC12
- Must have completed the terms and conditions of term plan associated with the existing SST Service OC12

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-029

DESCRIPTION: Contract for Two New DS3s, One Equipped with a Self-Healing Alternate Route Protection (SHARP) Feature

CONTRACT AVAILABILITY: Effective from December 10, 2004 through February 10, 2005

CONTRACT EFFECTIVE DATE: December 10, 2004

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for two new DS3 Circuits, one equipped with a Self-Healing Alternate Route Protection (SHARP) Feature purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Rates for both the DS3's and one SHARP:

- Monthly Recurring Rates \$2,675.00
- Nonrecurring Rates 313.26

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must consist of 2 new DS3 Circuits, one equipped with SHARP
- Service must be in the following Colorado State MSA Wire Center: Boulder - Main, BLDRCOMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-030

DESCRIPTION: Contract for Three New DS3s, All Equipped with the Self-Healing Alternate Route Protection (SHARP) Feature

CONTRACT AVAILABILITY: Effective from December 10, 2004 through January 10, 2005

CONTRACT EFFECTIVE DATE: December 10, 2004

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for three new DS3 Circuits, all equipped with Self-Healing Alternate Route Protection (SHARP), purchased on a 36-month Pricing Plan at rates set forth below. In addition this contract includes one Central Office Multiplexer, 5 miles of Interoffice Transport on one DS3 and 6 miles of Interoffice Transport on another DS3 and one of the DS3 Circuits has SHARP Plus. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total rates for three new DS3s and all rate elements mentioned above:

- Monthly Recurring Rates \$6,886.44
- Nonrecurring Rates 1,139.75

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must consist of 3 new DS3 Circuits, and all rate elements mentioned above
- Service must be in the following Nebraska MSA Wire Centers: Omaha - Center, OMAHNECE and Omaha, OMAHNE90.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-031

DESCRIPTION: Contract for the Renewal of 14 DS1 Circuits

CONTRACT AVAILABILITY: Effective from December 10, 2004 through February 10, 2005

CONTRACT
EFFECTIVE DATE: December 10, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of 14 DS1 Circuits purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for Renewal of 14 DS1 Circuits:

- Monthly Recurring Rates \$5,076.05

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must consist of 14 DS1 Circuits
- All DS1 Circuits must be located within the Arizona MSA Wire Center: Phoenix North, PHNXAZNO.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-032

DESCRIPTION: Contract for Two New Self-Healing Network Service (SHNS) OC48 Systems and Two New Synchronous Service Transport (SST) OC12 Circuits

CONTRACT AVAILABILITY: Effective from December 10, 2004 through January 10, 2005

CONTRACT EFFECTIVE DATE: December 10, 2004

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This Contract Tariff is for two new Self-Healing Network Service (SHNS) OC48 Systems and two new Synchronous Service Transport (SST) OC12 Circuits purchased on a 36-month Pricing Plan. The monthly rates for the associated Nodes and Interoffice Transport shall receive a 15% discount off of the 36-month rates. All other rate elements and nonrecurring charges will be billed at the 36-month rates as set forth in Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS and SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- One SHNS OC48 System must be in Seattle, WA and the other SHNS OC48 System must be in Denver, CO
- One SST OC12 Circuit must be in Minneapolis, MN and the other SST OC12 Circuit must be in Phoenix, AZ

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-033

DESCRIPTION: Contract for Renewal of Two DS3 Circuits equipped with the Self-Healing Alternate Route Protection (SHARP) Feature and SHARP Plus

CONTRACT AVAILABILITY: Effective from December 10, 2004 through January 10, 2005

CONTRACT EFFECTIVE DATE: December 10, 2004

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the renewal of two DS3 Circuits equipped with the Self-Healing Alternate Route Protection (SHARP) Feature and SHARP Plus purchased on a 60-month Pricing Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Total rates for renewal of two DS3s equipped with SHARP and SHARP Plus:

- Monthly Recurring Rates \$6,400.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be the renewal of two DS3 Circuits equipped with SHARP and SHARP Plus, currently ending a 60-month Pricing Plan
- Service must be in the following Nebraska MSA Wire Centers: Omaha - Girard, OMAHNE78 and Omaha - Douglas, OMAHNENW.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 04-034**

DESCRIPTION: Contract for Four GeoMax OC48 Ports

CONTRACT AVAILABILITY: Effective from December 24, 2004 through
January 24, 2005

CONTRACT
EFFECTIVE DATE: December 24, 2004

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the migration of four GeoMax OC48 Ports from an existing GeoMax System to a new GeoMax System purchased on a 12-month Pricing Plan at rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Total rates for the migration of four GeoMax OC48 Ports:

- Monthly Recurring Rates \$5,387.52
- Nonrecurring Rates 2,000.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be four GeoMax Ports on existing GeoMax System migrating to a new GeoMax System
- Must use existing equipment for new GeoMax Ports and require no new equipment

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-001**

DESCRIPTION: Contract for One Self-Healing Network Service (SHNS) OC12 System

CONTRACT AVAILABILITY: Effective from January 15, 2005 through February 15, 2005

CONTRACT EFFECTIVE DATE: January 15, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Self-Healing Network Service (SHNS) OC12 System purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. Nonrecurring Charges will be billed as set forth in Sections 7 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Rates for one SHNS OC12 :

- Monthly Recurring Rates \$9,294.00

The following eligibility criteria must be met to receive this Contract Offer:

- One new SHNS OC12 System must consist of two Hub Nodes, one Access Node and 8 miles of Interoffice Transport
- The SHNS OC12 System must have a Monthly Recurring Rate of \$10,000 before the discount is applied
- Service must be in the following Greeley, Colorado Wire Centers: Greeley Main, GRELCOMA and Greeley Parkview Junction, GRELCOJC

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-002

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC48 System with SHARP

CONTRACT AVAILABILITY: Effective from January 28, 2005 through February 28, 2005

CONTRACT EFFECTIVE DATE: January 28, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC48 System with SHARP purchased on a 36-month Pricing Plan. Nodes, Interoffice Transport and SHARP will be discounted at 10% off the 36-month rates, all other rate elements will be billed at applicable rates set forth in Section 17, preceding. All nonrecurring charges will be billed at the tariffed rates that are in effect at the time of installation. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Tacoma, Washington MSA
- Must be a new SST OC48, 36-month term plan

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-003

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC48 System

CONTRACT AVAILABILITY: Effective from January 28, 2005 through February 28, 2005

CONTRACT EFFECTIVE DATE: January 28, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC48 System purchased on a 60-month Pricing Plan. Nodes and Interoffice Transport will be discounted at 15% off the 60-month rates, all other rate elements will be billed at applicable rates set forth in Section 17, preceding. All nonrecurring charges will be billed at the tariffed rates that are in effect at the time of installation. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Dubuque, Iowa MSA
- Must be a new SST OC48, 60-month term plan

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004

DESCRIPTION: Contract for Renewal of Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) Pricing Plans

CONTRACT AVAILABILITY: Effective from February 5, 2005 through March 5, 2005

CONTRACT EFFECTIVE DATE: February 5, 2005

CONTRACT EXPIRATION DATE: January 31, 2006

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for renewal of Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) Pricing Plans that have expired or will expire on or before January 31, 2006. Eligible SST or SHNS renewals must be purchased on a 12-, 24-, 36- or 60-month Pricing Plan per the terms and conditions set forth below to be eligible for this offer. Monthly rates for the entire renewal period will be frozen from Company-initiated rate changes.

Exception: SST and SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive the SST and/or SHNS Contract Offer:

- A minimum annual SST Product Revenue of \$18,800,000 must have been achieved by the customer over the twelve month period immediately preceding February 5, 2005 for SST renewals
- A minimum annual SHNS Product Revenue of \$17,800,000 must have been achieved by the customer over the twelve month period immediately preceding February 5, 2005 for SHNS renewals

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-004 (Cont'd)**

The following terms and conditions apply for all SST and/or SHNS Pricing Plan Renewals:

- This Offer shall apply only to renewals of existing eligible Pricing Plans and not to new SST and/or SHNS orders or to modified renewals
- Pricing Plans that expired before February 9, 2005 may be renewed for either a 12-month, 24-month, 36-month or 60-month Pricing Plan
- Pricing Plans that expired after February 9, 2005 and before January 31, 2006, may be renewed for either a 12-month, 24-month, 36-month or 60-month Pricing Plan once the original Pricing Plan expires
- SHNS only Pricing Plans that were renewed from May 2003 through December 2005 may “re-renew” under this Contract Offer for a new 36-month or 60-month Pricing Plan without being subject to TLA.
- SST and/or SHNS Renewals must be for 12-, 24-, 36- or 60-month Pricing Plans for one of the three options, respective discount and TLA% chosen by the customer as set forth below:

DISCOUNT OPTIONS	DISCOUNT % OFF JULY 2004 TARIFFED SST/SHNS PRICING PLAN RATES[1]	TERMINATION LIABILITY (TLA) ASSESSMENT % FOR EARLY TERMINATION
Option 1	0%	10%
Option 2	10%	20%
Option 3	20%	40%

- Minimum Service Periods for SST will not apply to qualifying renewals

[1] Discounts will not apply to nonrecurring charges.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004 (Cont'd)

- TLA will be determined based on the value of the number of months remaining in the Pricing Plan at the time the plan is terminated. The calculation will be made by taking the number of months for the chosen Pricing Plan times the monthly discounted charge for the service being disconnected early times the applicable TLA Assessment Percentage.
- To start receiving a discount for an SST or SHNS Renewal the customer must
 - Send their request to the Company on an Access Service Request (ASR) or Order Form
 - Indicate that the request is for SST or SHNS
 - Clearly note which discount Option they want
 - Clearly note which Pricing Plan they want; 12-, 24-, 36- or 60-months

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004

The following terms and conditions apply for all SST and/or SHNS Pricing Plan Renewals(Cont'd):

- Discounts will be applied on the effective date on the ASR or the expiration date of the SST or SHNS Pricing Plan that is being renewed, whichever is the later of the two
- If Option #1 is chosen, the 10% TLA will be waived when the customer is replacing their current SST or SHNS System with a new SST or SHNS System with the same or greater bandwidth and where the SST CO Node or SHNS Hub Node is in the same central office.
- SHNS Pricing Plans that were renewed in 2004 or 2005 will be allowed to “re-renew” under this Offer for a new 36- or 60-month Pricing Plan without triggering TLA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-005

DESCRIPTION: Contract for HDTV-Net Service

CONTRACT AVAILABILITY: Effective from February 5, 2005 through March 5, 2005

CONTRACT EFFECTIVE DATE: February 5, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for HDTV-Net Service, purchased on a day to day basis. Due to the nature of use, the customer may install and disconnect this service at their discretion. Day-to-Day Rates for the entire 60-months will be frozen from Company-initiated rate changes at rates set forth below. Nonrecurring charges will apply per installation at rates set forth in Section 17, preceding.

Day to Day Rates for the HDTV-Net:

- Channel Termination \$100.00 per day
- Over 0 to 8 Miles – per mile 2.53 per day
- Over 8 to 25 Miles – per mile 2.70 per day
- Over 25 to 50 Miles – per mile 4.10 per day
- Over 50 Miles – per mile 4.47 per day

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in one of the following Omaha, Nebraska Wire Centers: Omaha, Douglas OMAHNENW or Omaha, IZARD OMAHNEIZ

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-006

DESCRIPTION: Contract for One DS3 and 18 DS1 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one DS3 and 18 DS1 Circuits, purchased under a 60-month term plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. The nonrecurring charges will be waived when eligibility is met.

Total Monthly Rate for One DS3 and 18 DS1 Circuits:

- Monthly Recurring Rates \$4,143.68

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Minneapolis – St. Paul, Minnesota MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-007

DESCRIPTION: Contract for Four Self-Healing Network Service (SHNS) OC12 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for four Self-Healing Network Service (SHNS) OC12 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Portland, Oregon MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-008**

DESCRIPTION: Contract for Five Self-Healing Network Service (SHNS) OC12 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for five Self-Healing Network Service (SHNS) OC12 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Spokane, Washington MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-009

DESCRIPTION: Contract for Ten Self-Healing Network Service (SHNS) OC48 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for ten Self-Healing Network Service (SHNS) OC48 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Seattle-Bellevue, Washington MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-010

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC12 Circuits, purchased under a 60-Months contract at 10% off all Nodes and Transport Channel Mileage 60-Month recurring rates. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Denver, Colorado MSA
- Must be a single order only

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-011**

DESCRIPTION: Retention Offer for DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax with Expiring Pricing Plans

CONTRACT AVAILABILITY: Effective from March 18, 2005 through December 31, 2005

AVAILABLE MSAs: Phase II MSAs as identified in Section 23

This contract tariff is a retention offer for existing DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax customers that are on expiring Pricing Plans. Contract renewal discounts will be based on the type of service and length of the plan chosen as set forth below. Discounts will only apply to the following rate elements: Channel Terminations and Transport Channel Mileage for DS1s and DS3s; Nodes and Transport Channel Mileage for SST; Nodes and Interoffice Transport Mileage for SHNS; and Nodes and Transport Channel for GeoMax. All other rate elements will be billed at the associated pricing plan rates set forth in Section 17, preceding. Monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes.

Exception: SHNS Ports, SST Ports and Command-A-Link are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements when renewed will be billed the monthly port and/or Command-A-Link rates in effect at the time of renewal as set forth in Section 17, preceding, in lieu of the grandfathered port and/or Command-A-Link pricing plan rates.

RENEWED SERVICE	%DISCOUNT 12-MONTH PRICING PLAN	%DISCOUNT 24-MONTH PRICING PLAN	% DISCOUNT 36-MONTH PRICING PLAN	%DISCOUNT 60-MONTH PRICING PLAN
DS1	-	-	20%	20%
DS3	25%	25%	25%	25%
SST	10%	10%	15%	15%
SHNS	10%	10%	15%	15%
GeoMax	-	-	15%	15%

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-011 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be renewal of an existing pricing plan
- Existing pricing plan must be within 3 months of expiration or have expired
- Service must be located in Phase II Pricing Flexibility MSAs

When the entire service or a portion of the service is disconnected prior to the expiration of the Pricing Plan then Minimum Service Period as set forth in Section 2, preceding and Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-012**

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC48 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC48 Circuit, purchased on a 60-month Pricing Plan. The monthly rate for the associated Central Office Node(s) shall receive a 20% discount off of the 60-month rates. All other rate elements and nonrecurring charges will be billed at the 60-month rates set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port(s) is installed as set forth in Section 7 and/or Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Tacoma, Washington MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-013

DESCRIPTION: Contract for One Self-Healing Network Service (SHNS) OC12 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC12 Circuit, purchased on a 12-month Pricing Plan. The monthly rates for the associated discounted Hub Nodes and Access Nodes shall be billed at the rates set forth below. All other rate elements and nonrecurring charges will be billed at the 12-month rates as set forth in Section 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Total Monthly Rates for SHNS OC12 Hub Nodes and Access Nodes:

- Monthly Recurring Rates \$13,784.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must commit to a minimum monthly revenue of \$28,575.70
- Service must be in the Denver-Boulder, Colorado MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-014

DESCRIPTION: Contract for Two New Synchronous Service Transport (SST) OC3 Circuits

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for two new Synchronous Service Transport (SST) OC3 Circuits, purchased on a 36-month Pricing Plan. Customer shall receive a reduction of 5 miles from the calculation of the interoffice mileage charge for each of the two SST OC3s. All other rate elements and nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 7 and/or Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The Company must have existing spare capacity in place to fill the orders
- Service must be in the Boise City, Idaho MSA
- Both SST OC3 Circuits must be ordered within 90 days ordering time frame of March 18, 2005

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-015**

DESCRIPTION: Contract for Upgrade of One Self-Healing Network Service (SHNS) OC12 Circuit to a SHNS OC48 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the upgrade of one Self-Healing Network Service (SHNS) OC12 Circuit to a SHNS OC48 Circuit, purchased on a 36-month Pricing Plan. The monthly rates for SHNS OC48 Circuit shall be billed at the rates set forth below. All nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Total Monthly Rates for SHNS OC48:

- Monthly Recurring Rates \$26,080.66

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SHNS OC12 must have in excess of 20 miles of billable transport
- The term for the SHNS OC12 must be complete and then upgrade to a SHNS OC48
- The SHNS OC48 must be in the same locations as the SHNS OC12
- The service must be in the Minneapolis-St. Paul, Minnesota MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-016

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC192 Circuit and One New Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC192 Circuit and one new Synchronous Service Transport (SST) OC12 Circuit, purchased on a 60-month Pricing Plan. The SHNS OC192 will receive a discount of 10% off of two OC192 Hub Nodes, and the SST OC12 will receive a discount of 14% off of one OC12 CO Node. All other rate elements and nonrecurring charges will be billed at the 60-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports and SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 7 and/or Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must purchase both a SHNS OC192 Circuit and an SST OC12 Circuit
- Both the SHNS OC192 Circuit and the SST OC12 Circuit must be in the Denver-Boulder, Colorado MSA: Denver Capitol Hill, DNVRCOCH, Denver Main, DNVRCOMA and Lakewood, LKWDCOMA
- Both the SHNS OC192 Circuit and the SST OC12 Circuit must be ordered within 90 days of March 18, 2005

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-017

DESCRIPTION: Contract for at least One New DS3 Service with Self-Healing Alternate Route Protection (SHARP) Replacing an Existing Synchronous Service Transport (SST) Circuit

CONTRACT AVAILABILITY: Effective from March 26, 2005 through April 26, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for at least one new DS3 Service with Self-Healing Alternate Route Protection (SHARP) replacing an existing Synchronous Service Transport (SST) Circuit, purchased on a 36-month Pricing Plan. The DS3 Service will be billed at the recurring rates set forth below. The nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for DS3 Service:

- Monthly Recurring Rates \$5,225.34

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must replace an existing SST Circuit with at least one DS3 Circuit
- The SST Circuit must run from the Colorado Springs, Colorado MSA and the Pueblo, Colorado MSAs: Colorado Springs East, CLSPCOEA and Pueblo Sunset, PUBLCOSU

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-018**

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC12 System

CONTRACT AVAILABILITY: Effective from April 16, 2005 through May 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC12 System, purchased on a 60-month Pricing Plan at 15% off all Nodes and Transport Channel Mileage 60-Month recurring rates. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and/or 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 or 17 preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Olympia, Washington MSA
- Must be a single new order and not an additional order for the same SHNS Services in the same or other locations

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-019**

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC48 System, purchased on a 60-month Pricing Plan. All Nodes and Transport Channel Mileage will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Total Monthly Rates for 5 SHNS OC48 Nodes and 145 Interoffice Transport Miles:

- Monthly Recurring Rates \$56,871.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Cedar Rapids, Iowa MSA
- Must be a single new order for a SHNS OC48 Ring consisting of 5 Nodes that are located at five of the seven locations where the customer's previously installed SHNS OC48 Nodes were installed.
- Must be ordered under a new contract for 60-Months
- Must have 145 Interoffice Transport Miles in the Cedar Rapids, Iowa MSA equal to the total mileage of the customer's previously installed SHNS OC48

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-019(Cont'd)**

When the entire service or a portion of the service is disconnected prior to the expiration of the Fixed Period Service Rate Plan then Termination Liability and Waiver Charges (TLA) would be calculated as follows:

- (Monthly recurring rate excluding ports) multiplied by (months remaining in billing) multiplied by (termination percentage set forth below):

MONTH TERMINATED	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
1 – 12	100%
13 – 36	70%
37 – 48	50%
49 – 60	40%

Excessive Service Outages:

An Excessive Service Outage occurs when the SHNS experiences simultaneous equipment service interruptions of both the working and protection path of the network. If during any consecutive 12 month period there are more than 2 Excessive Service Outages, the customer may terminate its purchase of service under this contract without incurring termination liability charges, unless such outages are excepted as set forth in Sections 2.1.3.A., 2.2.1.B, and 2.4.4.C, preceding. Such termination shall be effective 240 calendar days following delivery of written notice to Qwest and notice of intent to terminate service must be given within 30 calendar days of the third Excessive Service Outage.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020

DESCRIPTION: Private Line Services

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until May 21, 2006. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services set forth in Sections 7, 15 and 17, preceding.

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020 (Cont'd)

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7, following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.
4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$12,500,000.00. The Minimum Contributory Charge of \$11,679,862.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$820,138.00. Using the information provided in 7, following, the associated incentive percentage for this example is 10%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, and the Annual Incentive equals \$82,014.00.

$$(\$12,500,000.00 - \$11,679,862.00) \times 10\% = \$82,014.00$$

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020

D. Annual Incentive and Circuit Requirements (Cont'd)

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	1,000	1,650
DS3	45	55

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$11,679,862.00	\$14,015,835.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$11,679,862.00 - \$12,263,855.00	5%
12,263,856.00 - 12,847,848.00	10%
12,847,849.00 - 13,431,842.00	15%
13,431,843.00 - 14,015,835.00	20%

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-021

DESCRIPTION: Contract for Two GeoMax Circuits

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for two GeoMax Circuits purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17, preceding. Customers who meet the eligibility of this contract tariff will receive a reduction of five miles from the calculation of the interoffice mileage charge (Transport Channels). The rates for the entire 36-months will be frozen from Company-initiated rate changes.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be purchase 2 new GeoMax Circuits on a 36-Month Contract
- Must be located in Phoenix – Mesa, Arizona MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-022

DESCRIPTION: Contract for Renewal of One New Self-Healing Network Service (SHNS) OC48 Circuit and Two New Synchronous Service Transport (SST) OC48 Circuits

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of one Self-Healing Network Service (SHNS) OC48 Circuit and two new Synchronous Service Transport (SST) OC48 Circuits, purchased on a 60-month Pricing Plan. The SHNS OC48 will receive a discount of 20% on of the OC48 Nodes and Interoffice Transport recurring rates, and the two SST OC48 will receive a discount of 20% on the OC48 Nodes recurring rates. All other rate elements and nonrecurring charges will be billed at the 60-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports and SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 7 and/or Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must purchase two new SST OC48 Circuits and renew one SHNS OC48 Circuit
- All circuits must be located in the Omaha, Nebraska MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-023**

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC3 Systems with Three Nodes

CONTRACT AVAILABILITY: Effective from June 11, 2005 through July 11, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC3 Systems with three nodes, purchased on a 36-month Pricing Plan. All Nodes, Transport Channel Mileage and Central Office Multiplexing will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Total Monthly Rates for 3 SHNS OC3 Nodes, 8 Interoffice Transport Miles and a DS3 to DS1 Multiplexer:

- Monthly Recurring Rates \$11,675.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Denver, Colorado MSA
- Customer must spend a minimum of \$11,500.00 per month or a total of \$414,000.00 for the duration of this contract.
- Must be ordered under a new contract for 36-Months

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-024

DESCRIPTION: Contract for Replacing an Synchronous Service Transport (SST) OC192 System with a new SST OC48 System

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the replacement of a Synchronous Service Transport (SST) OC192 System with a new 2 Node and 2 Transport Mileage Channel SST OC48 System, purchased on a 12-month Pricing Plan. All rate elements and associated nonrecurring charges will be billed at the 12-month rates set forth in Sections 7 and 17, preceding, and will not be billed the Minimum Service Period (MSP) for early termination. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Upon installation of the new 2 Node and 2 Transport Mileage Channel SST OC48 System, an order will be issued to move the point of termination generating the mileage charge to a new point of termination that will not require mileage. All rate elements and associated nonrecurring charges for this second SST OC48 System will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Termination Liability Waiver Policy (TLA) and MSP as set forth in 7.1.8, preceding, will apply if this OC48 is terminated prior to completion of the 60-month pricing plan. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-024 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Portland, Oregon MSA
- Customer must comply with the Termination Liability Waiver Policy (TLA) as set forth in 7.1.8, preceding, as it applies to the disconnection of the SST OC192
- The SST OC192 will be replaced by an SST OC48 with no more than 2 Nodes and 2 Transport Channel Miles on a 12-month pricing plan
- The end point of the SST OC48 System generating mileage must be moved so there is no Transport Channel Mileage, this order must be issued the day the order is complete.
- The SST OC48 System established once the end point generating mileage is moved will be offered under a 60-month pricing plan
- The customer termination point will be the same for the SST OC192 System being disconnected and both SST OC48 Systems

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-025

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC24 System

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC24 System, purchased on a 60-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Recurring and Nonrecurring Rates for 1 SST OC24:

- Monthly Recurring Rates \$17,415.60
- Nonrecurring Rates 2,328.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Salt Lake City, Utah MSA
- Customer must spend a minimum of \$75,000.00 per month on Company services billed out of this tariff for the duration of this contract
- Must be ordered under a new contract for 60-Months

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-026

DESCRIPTION: Contract for One Existing Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one existing Self-Healing Network Service (SHNS) OC48 System, purchased on a 12-month Pricing Plan. All rate elements will be billed at the recurring rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Recurring Rates for 1 SHNS OC48 System:

- Monthly Recurring Rates \$23,580.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Denver, Colorado MSA
- Customer must have an existing SHNS OC48 System currently on a 36-month Pricing Plan
- Upon the expiration of the aforementioned SHNS OC48 36-month Pricing Plan, this new 12-month Pricing Plan will go into effect

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-027

DESCRIPTION: Contract for One or More New DS3(s)

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one or more new DS3(s) and renewal of five or more existing DS3s, purchased on a 12-month Pricing Plan. Each DS3 Channel Termination will be billed at the recurring rates set forth below, all other rate elements and all nonrecurring rates will be billed at the 12-month rates set forth in either Section 7 or Section 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Recurring Rate for 1 DS3 Channel Termination:

- Monthly Recurring Rates \$1,575.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Minneapolis, Minnesota MSA
- Customer must renew at least five existing DS3s previously purchased under the Private Line Contract Renewal Promotion

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-028

DESCRIPTION: Contract for the Renewal of One Existing DS3 Circuit and One New DS3 Circuit

CONTRACT AVAILABILITY: Effective from July 16, 2005 through August 16, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the renewal of one existing DS3 Circuit with Multiplexing and SHARP and for one new DS3 Circuit with SHARP, purchased on a 36-month Pricing Plan. All Channel Termination, Transport Channel Mileage, SHARP and Central Office Multiplexing will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rate for 2 DS3s with SHARP and Transport Channel Mileage and one DS3 with Multiplexing

- Monthly Recurring Rates \$4,696.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Both DS3 Circuits must run from Salt Lake City, Utah West (SLKCUTWE) to Salt Lake City, Utah Main (SLKCUTMA)
- Customer must renew one existing DS3 Circuit and order one new DS3 Circuit under a 36-month Contract

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-029

DESCRIPTION: Contract for a New Self-Healing Network Service (SHNS) OC12 Ring with a Minimum of 3 Nodes

CONTRACT AVAILABILITY: Effective from July 16, 2005 through August 16, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for a new Self-Healing Network Service (SHNS) OC12 Ring with a minimum of 3 Nodes, purchased on a 36-month Pricing Plan. All Nodes, Interoffice Mileage and Central Office Multiplexing for DS3 to DS1 will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Recurring Rate for Nodes, Interoffice Mileage and Central Office Multiplexing for DS3 to DS1:

- Monthly Recurring Rates \$11,520.90

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be located in the Phoenix, Arizona MSA
- Must maintain a minimum of 3 Nodes
- Customer must have existing SHNS OC48 that will continue at 36-months Pricing Plan Rates until this SHNS OC12 is activated, at which time they can either terminate the Ring, establish a new contract or go to Month-to-Month Billing

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-030

DESCRIPTION: Contract for a New Synchronous Service Transport (SST) Circuit, a New Self-Healing Network Service (SHNS) Ring or a New GeoMax System

CONTRACT AVAILABILITY: Effective from March 9, 2007, through April 9, 2007.

CONTRACT EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for a new Synchronous Service Transport (SST) circuit, a new Self-Healing Network Service (SHNS) Ring or a new GeoMax System, purchased on a 36-month or 60-month Pricing Plan. Rate elements, service types and discount percentages are in the table set forth below. All other rate elements and all nonrecurring charges will be billed at the respective 36-month or 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes. Unless specified below, this Contract Tariff is subject to all other terms and conditions that govern SST, SHNS and GeoMax as set forth herein.

SERVICE/ELIGIBLE RATE ELEMENTS	TERM/DISCOUNT/PHASE I OR II ELIGIBILITY	
	36-MONTH	60-MONTH
OC192 and GeoMax: SST (Nodes and Mileage) SHNS and GeoMax (Nodes)	20% Phase I & II	25% Phase I & II
OC48: SST (Nodes and Mileage) SHNS (Nodes)	15% Phase I & II	20% Phase I & II
OC24: SST (Nodes and Mileage)	5% Phase II Only	10% Phase II Only
OC12: SST (Nodes and Mileage) SHNS (Nodes)	12.5% Phase II Only	15% Phase II Only
OC3: SST (Mileage Only)	20% Phase I 25% Phase II	25% Phase I 30% Phase II
SHNS (Nodes)	5% Phase II	10% Phase II

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-030 (Cont'd)

Exception: SHNS Ports and SST Ports are billed at the month-to-month rate and are not available under a Pricing Plan (i.e., the port rates are not frozen). Those rate elements will be billed the month-to-month rates set forth in Sections, 7, 15, or 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Each customer must have paid the Company at least \$3 million for Company provided interstate SST, SHNS and GeoMax Services from November 1, 2005, through October 31, 2006, (as verified by the Company through its reporting methods)
- Service must be a new SST, SHNS or GeoMax Service purchased under a 36-month or 60-month pricing plan
- Customer must sign a commitment form to indicate intent to purchase under the terms of this Contract Tariff by no later than March 1, 2007.
- The order for new SST, SHNS or GeoMax Service must be submitted no later than December 31, 2007, and the service must be activated by no later than April 30, 2008, unless delayed due to Company reasons.
- Customers must specify on their Order, that the discount associated with Contract No. 05-030, is to apply
- Any SST, SHNS or GeoMax system purchased under this agreement will not be eligible for other promotions or other Contract Tariff offerings

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-031

DESCRIPTION: Contract for a Six Month Extension of a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from August 26, 2005 through September 26, 2005.

CONTRACT
EXPIRATION DATE: 6-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is to extend for six months an existing Self-Healing Network Service (SHNS) OC12 Ring currently on a 36-month Pricing Plan. All Nodes, and Interoffice Mileage will be billed at the recurring rates set forth below. All other rate elements and all associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 6-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Recurring Rate for Nodes and Interoffice Mileage for a SHNS OC12:

- Monthly Recurring Rates \$17,750.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Customer must have a SHNS OC12 Ring in place for a minimum of three years and be requesting an extension of term
- Customer must upgrade their SHNS OC12 Ring to a SHNS OC48 Ring within the next year
- Customer upgrade order must be placed as soon as the new location is finalized

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-032**

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC48

CONTRACT AVAILABILITY: Effective from August 26, 2005 through September 26, 2005.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC48 purchased on a 60-month Pricing Plan. All Nodes, and Interoffice Mileage will receive a 10% discount on the 60-month recurring rates. All other rate elements and all associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The discount will only apply to one single new order for an OC48 and will not apply to additional orders
- Service must be located in the Denver, Colorado MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-033

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from September 16, 2005 through October 16, 2005.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff replaces an existing Synchronous Service Transport (SST) circuit with one new SST OC3 circuit purchased on a 12-month Pricing Plan. The TLA will be waived on the previously installed circuit if it remains in service for one month after the new circuit is activated. All Nodes, and Interoffice Mileage will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 12-month rates set forth in Sections 7 and 17, preceding, with the exception of the nonrecurring charge associated with Central Office Connection Charge (COCC) which will be waived. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Total Monthly Rates for SST OC3 CO Nodes and Interoffice Mileage:

- Monthly Recurring Rates \$4,030.00

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-033 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Customer must have a previously installed and utilized SST circuit, and must share the Denver Main (DNVRCOMA) termination point with the new circuit.
- The new SST circuit must be in the Denver-Boulder, Colorado MSA: Golden (GLDNCOMA) and Denver Main (DNVRCOMA).
- Customer will pay for special construction associated with the new services.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-034

DESCRIPTION: Contract for One DS3 Circuit with MUX and SHARP

CONTRACT AVAILABILITY: Effective from September 16, 2005 through October 16, 2005.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one DS3 circuit purchased on a 36-month Pricing Plan. All Channel Termination, CO Multiplexing, SHARP, and Interoffice Mileage will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for DS3 Channel Termination, CO Multiplexing, SHARP, and Interoffice Mileage:

- Monthly Recurring Rates \$2,769.30

The following eligibility criteria must be met in order to receive this Contract Offer:

- Customer must purchase DS3 with SHARP and with MUX that will convert to DS1 level.
- The DS3 circuit must be in the Des Moines, Iowa MSA: Des Moines Northwest (DESMIANW) and Des Moines Downtown (DESMIADT) wire centers.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-035

DESCRIPTION: Contract for One GeoMax with Sixteen Circuits

CONTRACT AVAILABILITY: Effective from October 1, 2005 through November 1, 2005.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one GeoMax with sixteen circuits purchased on a 60-month Pricing Plan. All Interoffice Mileage and Amplification will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for One GeoMax with Sixteen Circuits:

- Monthly Recurring Rates \$73,030.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Customer must purchase Company Synchronous Service Transport (SST) Services with a monthly value equal to or greater than the total value of the GeoMax circuits, \$73,030

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.3 CONTRACT NO. 05-036**

DESCRIPTION: Contract for Upgrade of One Self-Healing Network Service (SHNS) OC3 Ring to a SHNS OC12 Ring

CONTRACT AVAILABILITY: Effective from November 1, 2005 through December 1, 2005

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the upgrade of one Self-Healing Network Service (SHNS) OC3 ring to a SHNS OC12 ring, purchased on a 36-month Pricing Plan. The monthly rates for Hub Node, Premise Node and Interoffice Mileage for the SHNS OC12 ring shall be billed at the discounted rates set forth below. All other recurring and nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Discounted Monthly Rates for SHNS OC12 Ring, as well as, Non-discounted Monthly Rates for SHNS Ports established at the time of Installation:

- Monthly Recurring Rates \$12,100.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SHNS OC12 must be a SHNS upgrade
- The service must be in the Salt Lake City, Utah MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-037**

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from November 1, 2005 through December 1, 2005.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC3 circuit purchased on a 12-month Pricing Plan. All Nodes will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 12-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Total Monthly Rates for an SST OC3 Node:

- Monthly Recurring Rates \$2,310.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST OC3 must migrate to a SHNS OC48 Ring within 180 days
- The service must be in the Albuquerque, New Mexico MSA

If the customer migrates from this SST OC3 to an Self-Healing Network Service (SHNS) OC48 Ring within 180 days of the installation of this SST OC3 and after the SST OC3 has been active for at least 100 days, the TLA will be waived on the previously installed circuit if it remains in service for one month after the new circuit is activated. If the SST OC3 disconnects before it the first 100 days is complete, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-038

DESCRIPTION: Contract for a new Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from November 1, 2005 through December 1, 2005.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for a new Self-Healing Network Service (SHNS) OC48 Ring, purchased on a 36-month Pricing Plan. All Nodes and Interoffice Mileage will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for SHNS OC48 Nodes and Interoffice Mileage, and Non-discounted Monthly Rates for SHNS Node Drop Capability, Ports and Central Office Cross Connects:

- Monthly Recurring Rates \$24,937.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- SHNS OC48 Ring must connect Albuquerque, New Mexico MSAs: Rio Rancho (ALBQNMRR) and North (ALBQNMNO)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-039

DESCRIPTION: Contract for a New DS3 Circuit

CONTRACT AVAILABILITY: Effective from November 11, 2005 through December 11, 2005.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for a new DS3 circuit, purchased on a 36-month Pricing Plan. The Channel Termination and Central Office Multiplexer will be billed at a discounted monthly recurring rate and all other rate elements will be billed at the 36-month rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the DS3 Circuit:

- Monthly Recurring Rates \$4,900.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- DS3 Circuit must be in the following Omaha, Nebraska MSAs: Omaha, Fort Street (OMAHNEFO) and Valley (VLLYNENW)
- Customer must pay a total of \$176,400.00 in Monthly Recurring Rates over the 36 months of this contract

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-040

DESCRIPTION: New Contract for an Existing GeoMax System

CONTRACT AVAILABILITY: Effective from November 11, 2005 through December 11, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a new contract for an existing GeoMax system, purchased on a 36-month Pricing Plan. The Premise Node and Interoffice Mileage will be billed at a discounted monthly recurring rate and all other rate elements will be billed at the 36-month rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the GeoMax System:

- Monthly Recurring Rates \$18,150.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- GeoMax System must be in the following Denver, Colorado MSAs: Highlands Ranch (LTTNCOHL) and Denver Main (DNVRCOMA)
- This contract must be replacing an existing GeoMax System currently under contract

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-040 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from June 22, 2006, through July 22, 2006

AMENDMENT

EFFECTIVE DATE: June 22, 2006

This Contract Tariff Amendment allows the Customer's Participating Affiliates to purchase GeoMax Premise Nodes under this contract. Participating Affiliates means any Affiliate authorized by the initial customer to receive the rates and service provided under this contract.

The new service is coterminous with the existing contract service and will terminate at the same time. The Company may, in its sole discretion, continue to provide service to a Participating Affiliate on a month-to-month basis and at the rates set forth in Qwest's then-current Tariff for which the Participating Affiliate reasonably qualifies.

Rate per GeoMax Premise Node:

- Monthly Recurring Rate \$4,800.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The Participating Affiliate is subject to the terms and conditions of the aforementioned contract unless specifically address in this Amendment.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-041**

DESCRIPTION: Contract for a New Synchronous Service Transport (SST) OC3 Circuit

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for a new Synchronous Service Transport (SST) OC3 Circuit, purchased on a 36-month Pricing Plan. The Central Office (CO) Node and Central Office Connecting Channel (COCC) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 36-month recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Discounted Recurring Rates for the SST OC3 CO Nodes and COCCs:

- Monthly Recurring Rates \$4,000.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- SST OC3 must be located in the Omaha, Nebraska MSAs
- The customer must have all fiber facilities in place with no equipment in the field and require no equipment build out

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-042

DESCRIPTION: Contract for a New GeoMax Service

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for a new GeoMax Service, purchased on a 36-month Pricing Plan. The Premise Node will be billed at a discounted monthly recurring rate and the Gigabit Ethernet Unprotected Port will be billed at the 36-month recurring rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the GeoMax Service:

- Monthly Recurring Rates \$11,920.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- GeoMax Service must be located in the Minneapolis – St. Paul, Minnesota MSA: Minneapolis (MPLSMNDT)
- Facilities must be available

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-043

DESCRIPTION: Contract for the Migration of a Self-Healing Network Service (SHNS) OC12 Ring to a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from December 22, 2005 through January 22, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for migration of an existing SHNS OC12 to a new SHNS OC48, purchased on a 36-month Pricing Plan. The Hub Nodes, Access Nodes and Interoffice Transport (mileage) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 36-month recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Components migrated from the existing SHNS OC12 to the SHNS OC48 will not have a nonrecurring charges assessed. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Discounted Recurring Rates for the SHNS OC48:

- Monthly Recurring Rates \$36,527.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SHNS OC12 must be upgraded to a SHNS OC48 at the same location in the Minneapolis – St. Paul, Minnesota MSAs: Orchard (GLVYMNOR) and Minneapolis (MPLSMNDT).
- The SHNS OC48 must have 5 Nodes and they must be the same 5 SHNS OC12 Node locations established in 2001.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-044**

DESCRIPTION: Contract for the Migration of a Synchronous Service Transport (SST) OC3 to a Self-Healing Network Service (SHNS) OC3 Ring

CONTRACT AVAILABILITY: Effective from December 22, 2005 through January 22, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for migration of an existing SST OC3 to a new SHNS OC3, purchased on a 60-month Pricing Plan. All rate elements and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. The Company will waive the Minimum Service Period (MSP) charges due on the SST OC3 based on the fulfillment of the SHNS OC3 60-month contract. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST OC3 must be upgraded to a SHNS OC3 Ring utilizing the SST facilities and fiber installed at the existing SST service locations.
- The SST OC3 must be upgraded to a SHNS OC3 at the same location in the Waterloo – Cedar Falls, Iowa MSAs: Waterloo (WTRLIADT).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 05-045**

DESCRIPTION: Contract for two new Synchronous Service Transport (SST) OC12 Systems

CONTRACT AVAILABILITY: Effective from December 22, 2005 through January 22, 2006.

CONTRACT EXPIRATION DATE: 120-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two new SST OC12 Systems, purchased on a 120-month Pricing Plan. The Central Office Nodes and Interoffice Transport (mileage) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 60-month recurring rates and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 120-months will be frozen from Company-initiated rate changes. At the completion of the 120-month term, the customer may renew this contract on an annual basis at the existing rates for up to five one-year renewal periods.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Discounted Recurring Rates for Central Office Nodes and Interoffice Transport (mileage) and 60-month Non-discounted Rate for the Central Office Connecting Channel (COCC) for the two SST OC12s:

- Monthly Recurring Rates \$13,842.73

The following eligibility criterion must be met in order to receive this Contract Offer:

- The SST OC12 Systems must be located in one of the following Washington MSA wire centers: Seattle-Main (STTLWA06) or Tacoma-Fort Lewis (TACMWAF).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-001**

DESCRIPTION: Contract for the renewal of Two Self-Healing Network Services (SHNS) OC48 Rings

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for the renewal of two Self-Healing Network Services (SHNS) OC48 Rings, purchased on a 60-month Pricing Plan. The Nodes and Interoffice Transport (mileage) will be billed at a 10% discount off of the 60-month recurring rates set forth in Section 17 preceding. All other rate elements will be billed at the 60-month recurring rates and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- This must be the renewal of existing SHNS OC48 Rings located in the Denver, Colorado MSA and the Phoenix, Arizona MSA.
- The Denver SHNS OC48 Ring must be comprised of 3 Nodes and 20 Interoffice Transport (mileage).
- The Phoenix SHNS OC48 Ring must be comprised of 4 Nodes and 19 Interoffice Transport (mileage).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-002

DESCRIPTION: Contract for the renewal of Forty-Synchronous Service Transport (SST) OC12s Circuits, Two-SST OC48s Circuits and One-SST OC3 Circuit

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for the renewal of forty-Synchronous Service Transport (SST) OC12s circuits, two-SST OC48s circuits and one-SST OC3 circuit, purchased on a 60-month Pricing Plan. The Nodes for the SST OC12s circuits and SST OC48 circuits will be billed at a 20% discount off of the 60-month recurring rates set forth in Section 17 preceding. All other rate elements will be billed at the 60-month recurring rates and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- All 43 SST OCn circuits (40-OC12s, 2-OC48s and 1-OC3) must be renewed for 60-months within 30 days of the effective date of this contract tariff.
- Customer must have paid the Company \$13 million for OCn circuits during the annual period immediately preceding the effective date of this contract tariff.
- The monthly billings for the 43 OCn circuits renewed under this contract tariff must be in excess of \$135,000.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-003

DESCRIPTION: Contract for Upgrading a Synchronous Service Transport (SST) OC24 Circuit to an SST OC48 Circuit

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is upgrading a Synchronous Service Transport (SST) OC24 circuit to an SST OC48 circuit, purchased on a 60-month Pricing Plan at rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. A minimum service period will not apply to the termination of the SST OC24 circuit when that circuit is upgraded to the SST OC48 circuit.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- Both the SST OC24 circuit and the SST OC48 replacement circuit must be located in the Phoenix, Arizona MSA.
- The customer must comply with all of the Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, except the minimum service period on the OC24 circuit which will be waived.
- Both circuits must have the same customer location end points.
- The order to disconnect the OC24 must be placed the same day as the order to install the OC48.

When the entire SST OC48 circuit or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then TLA as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-004

DESCRIPTION: Contract for the Extension of a Self-Healing Network Services (SHNS) OC12

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the 12-month extension of a Self-Healing Network Services (SHNS) OC12, originally purchased on a 60-month Pricing Plan. The monthly rates for Nodes and Interoffice Mileage for the SHNS OC12 shall be billed at the discounted rates set forth below. All other recurring and nonrecurring charges will be billed at the 12-month rates as set forth in Section 15 and/or Section 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Discounted Monthly Rates for the Nodes and Interoffice Mileage for the SHNS OC12, as well as, Non-discounted Monthly Rates for the other SHNS OC12 rate elements established at the time of Installation:

- Monthly Recurring Rates \$22,579.42

The following eligibility criterion must be met in order to receive this Contract Offer:

- The original SHNS OC12 being renewed for 12-months must have been in place for at least 60-months.
- The new monthly rate for the SHNS OC12 must be equal to or greater than \$22,500.
- This SHNS OC12 must be located in the Boise, Idaho MSA.

When the entire SHNS OC12 or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then TLA as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005

DESCRIPTION: Replacement of an Existing Self-Healing Network Services (SHNS) OC192 and a GeoMax Ring with One GeoMax Ring with a Synchronous Service Transport (SST) OC192 overlay and the addition of a Stand-alone GeoMax Ring

CONTRACT AVAILABILITY: Effective from April 8, 2006 through May 8, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the replacement of an existing Self-Healing Network Services (SHNS) OC192 and a GeoMax Ring with one GeoMax Ring with a Synchronous Service Transport (SST) OC192 overlay and an additional stand-alone GeoMax Ring, purchased at rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounts will be determined as follows:

- All GeoMax service elements and the SST Remote Node for Ring One, the GeoMax Ring with an SST OC192 overlay (the SHNS OC192 replacement), will be billed at a 50% discount off of the 60-month pricing plan rates. Exception: The DS3 Central Office Multiplexing will be billed at a 46% discount off of the 36-month pricing plan rates.
- All service elements for Ring Two, the stand-alone GeoMax Ring, will be billed at a 50% discount off of the 60-month pricing plan rates. Exception: Additional Shelves, Amplifier Nodes and Transport Channels (mileage) will be billed at a 50% discount off of the 36-month pricing plan rates.
- All SST port service elements installed initially or during the 60-month term will be billed at a 50% discount off of the month-to-month port rates. Exceptions: The DS3 CO Port for the OC192 Bandwidth Capacity will be billed at a 54% discount off of the month-to-month port rates, and the OC3 CO Port for the OC192 Bandwidth will be billed at a 43% discount of the month-to-month port rates.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005(Cont'd)

Customer may add service elements at any time during the 60-months subject to the following:

- All SST and GeoMax service elements will be co-terminus with the 60-month term.
- GeoMax transport added within the last 6 months of the 60-month term may, at the customer's election, be billed at a one-time charge or an increase in monthly rates to reimburse the Company for any costs reasonably incurred. The one-time charge or the value of such rate increase shall not exceed the sum of 12 months of service.
- SST and GeoMax Nodes may be added anytime during the 60-month term and the customer will reimburse the Company through a one-time charge for costs reasonably incurred by the Company when the costs will not be recouped through the rates set forth for the remaining months of the 60-month term.
- SST and GeoMax Node Components added within the last 12 months of the 60-month term will be billed for any costs reasonably incurred, but shall not exceed the sum of 12 months of service.

Upon completion of the 60-month term, the customer may elect to extend this contract for 12-month intervals as many as 5 times. The 12-month extension rate will be 50% off of the 60-month rate except for SST Ports which are 50% off of the month-to-month rate.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005(Cont'd)

Customer may remove service elements subject to the following:

- SST Transport may be removed at any time during the 60-months, regardless of the installation date, and neither a minimum service period nor a TLA will apply.
- GeoMax Transport may be removed at any time during the 60-months, but the customer will be responsible for 100% of the monthly recurring charge for the 12 month period following installation of said transport.
- Nodes and Shelves may be removed at any time during the 60-months, but the customer will be responsible for 100% of the monthly recurring charge for the 12 month period following installation plus 70% of the monthly recurring charge for each subsequent month remaining in the initial term.
- TLA will not apply to the removal of Transport, Nodes or Node Components at any time during the 60-month term when the customer agrees to purchase one or more additional service elements for which the charges will be equal to or greater than 115% of the charges that would have applied for the removed Transport, Nodes or Node Components for the balance of the applicable minimum service period.

Certain Service Level Parameters have been established that are unique to this Contract Tariff and set alternate performance standards. These performance standards include service availability and repair, as well as, Company notification and reporting of service outages and service metrics.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-005(Cont'd)**

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must have an existing Company SHNS OC192 Ring with 8 Nodes and that has been in service for a minimum of 60 months.
- Customer must purchase a new SST OC192 over a GeoMax System composed of 2 Rings. One Ring must have 8 Nodes and the other Ring must have 2 Nodes.
- Neither of the two GeoMax Rings may exceed 80 miles.
- The Nodes must be located in the following wire centers located in the Minneapolis-St. Paul, Minnesota MSA and the St Cloud, Minnesota MSA: Crystal – CRYSMNCR, Market – STPLMNMK, 7th Avenue – MPLSMN07, Minneapolis – MPLSMNDT and Elk River - EKRVNMER.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply, unless specified differently above.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from September 11, 2007 through October 11, 2007.

AMENDMENT

EFFECTIVE DATE: September 11, 2007

This Contract Tariff Amendment is adding the following rate elements to existing Ring A: 6 GeoMax Protected Gigabit Ethernet Ports, a GeoMax Amplifier Node, a GeoMax Premise Node, a GeoMax Shelf, 2 GeoMax Unprotected OC192 Ports, an SST OC192 Remote Node and the following GeoMax rate elements to existing Ring B: 4-10G Fibre Channels, 4 LAN PHY Ports, an Amplifier Node, 2 additional Shelves and Interoffice Mileage. The new rate elements will be coterminous with the existing GeoMax Rings. The discounts, terms and conditions set forth, above, in the original contract tariff will be apply.

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24. CONTRACT TARIFFS

**24.2 CONTRACT NO. 06-005
1ST AMENDMENT TO THIS CONTRACT TARIFF(Cont'd)**

The Monthly discounted rate for the rate elements this Amendment adds to the existing service is as follows:

- Monthly Recurring Rates \$47,050.00

The following eligibility criteria must be met to receive this Contract Offer:

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- New rate elements cannot be added during the last 12 months of this contract.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-006**

DESCRIPTION: Retention Offer for DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax with Expiring Pricing Plans

CONTRACT AVAILABILITY: Effective from February 1, 2006 through December 31, 2007

AVAILABLE MSAs: Phase II MSAs as identified in Section 23

This contract tariff is a retention offer for existing DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax customers that are on expiring Pricing Plans. Contract renewal discounts will be based on the type of service and length of the plan chosen as set forth below. Discounts will only apply to the following rate elements: Channel Terminations and Transport Channel Mileage for DS1s and DS3s; Nodes and Transport Channel Mileage for SST; Nodes and Interoffice Transport Mileage for SHNS; and Nodes and Transport Channel for GeoMax. All other rate elements will be billed at the associated pricing plan rates set forth in Section 17, preceding. Monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes.

Exception: SHNS Ports, SST Ports and Command-A-Link are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7, 15 and 17, preceding, in lieu of the grandfathered port and/or Command-A-Link pricing plan rates.

RENEWED SERVICE	%DISCOUNT 12-MONTH PRICING PLAN	%DISCOUNT 24-MONTH PRICING PLAN	%DISCOUNT 36-MONTH PRICING PLAN	%DISCOUNT 60-MONTH PRICING PLAN
DS1	-	-	20%	20%
DS3	25%	25%	25%	25%
SST	10%	10%	15%	15%
SHNS	10%	10%	15%	15%
GeoMax	-	-	15%	15%

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-006 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be renewal of an existing pricing plan
- Existing pricing plan must be within 3 months of expiration or have expired
- Service must be located in Phase II Pricing Flexibility MSAs

When the entire service or a portion of the service is disconnected prior to the expiration of the Pricing Plan then Minimum Service Period as set forth in Section 2, preceding and Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-007**

DESCRIPTION: Contract for Upgrading a Self-Healing Network Service (SHNS) OC12 to a SHNS OC48

CONTRACT AVAILABILITY: Effective from February 1, 2006 through March 2, 2006

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is upgrading a Self-Healing Network Service (SHNS) OC12 to a SHNS OC48, purchased on a 36-month Pricing Plan. The monthly rates for Nodes and Interoffice Mileage for the SHNS OC48 shall be billed at the discounted rates set forth below. All other recurring and nonrecurring charges will be billed at the 36-month rates as set forth in Section 15 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the Nodes and Interoffice Mileage for the SHNS OC48, as well as, Non-discounted Monthly Rates for the other pricing plan SHNS OC48 rate elements:

- Monthly Recurring Rates \$19,937.19

The following eligibility criterion must be met in order to receive this Contract Offer:

- Both the SST OC12 circuit and the SST OC48 replacement circuit must be located in the Minneapolis-St. Paul, Minnesota MSA.
- The existing SHNS OC12 must have over 20 billable transport miles.
- The existing SHNS OC12 must complete its term and upgrade to the SHNS OC48 after expiration.
- The new SHNS OC48 must be in the same locations as the SHNS OC12 it is replacing.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-007 (Cont'd)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply, unless specified differently above.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

DESCRIPTION: Contract for Upgrading Existing Self-Healing Network Services (SHNS) to 15 New GeoMax Circuits and 15 New Synchronous Service Transport (SST) OC3 Circuits

CONTRACT AVAILABILITY: Effective from February 1, 2006 through March 2, 2006

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is upgrading existing Self-Healing Network Services (SHNS) to 15 New GeoMax Circuits and 15 New Synchronous Service Transport (SST) OC3 Circuits, purchased on a 60-month Pricing Plan. The monthly rates for GeoMax and SST Nodes and GeoMax Interoffice Mileage shall be billed at the discounted rates set forth below. All other recurring and nonrecurring charges will be billed at the 60-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax and SST Nodes and GeoMax Interoffice Mileage, as well as, Non-discounted Monthly Rates for the other pricing plan GeoMax and SST rate elements:

- Monthly Recurring Rates \$45,363.80

The following eligibility criterion must be met in order to receive this Contract Offer:

- The new GeoMax and SST circuits must be located in the Minneapolis-St. Paul, Minnesota MSA.
- The customer must agree to upgrade their existings SHNS Services to the new GeoMax and SST Circuits and sign a new 60-month pricing plan.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008 (Cont'd)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply, unless specified differently above.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-009**

DESCRIPTION: Overlay Discount Plan for DS0, DS1, DS3, and Synchronous Service Transport (SST) Circuits, Self-Healing Network Services (SHNS) Rings, GeoMax Circuits and Ethernet

CONTRACT AVAILABILITY: Effective from February 1, 2006 through March 2, 2006

CONTRACT
EXPIRATION DATE: 36-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 and Synchronous Service Transport (SST) circuits, Self-Healing Network Service (SHNS) rings, GeoMax circuits and Ethernet. Additionally, it provides discounts for new interstate SST circuits, SHNS rings, and GeoMax systems and the renewal of existing interstate SST circuits, SHNS rings and GeoMax systems fixed period rate plans.

Upon activation of this contract, it will continue for an initial period of 36-months and may be extended an additional 12-months after the initial period under the same terms and conditions. The customer and the Company must mutually agree and in writing upon this 12-month extension no later than three months before the expiration of the initial period.

1. Overlay Plan

a. Overlay Plan Eligibility:

- The initial Minimum Commitment per calendar month must be \$16, 935, 000.
- The initial Maximum Commitment per calendar month must be \$20,161, 000.
- Only the following “Contributory Charges” count towards the per calendar commitment levels:
 - The interstate monthly recurring charges for the following Company provided interstate contributory services under this tariff: DS0, DS1, DS3, SST, SHNS, GeoMax, and Ethernet Services.
 - Shortfall charges paid by the customer and its affiliates covered by this Contract Tariff under Regional Commitment Plan (RCP). The Contributory Charges do not include any other charges.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan

a. Overlay Plan Eligibility:(Cont'd)

- The customer must have paid the Company at least \$231,080,000 for the contributory services mentioned above during 2005.
- The customer must subscribe to the RCP commencing on February 1, 2006.

b. Overlay Plan Conditions:

- If the customer fails to meet its Minimum Commitment for a particular calendar month, the customer must pay the Company a shortfall charge equal to the difference between the Minimum Commitment and the Contributory Charges during that calendar month.
- Contributory Charges for a particular calendar month will not be used to meet the Minimum Commitment or Maximum Commitment for another calendar month.
- If the customer exceeds the Minimum Commitment for a particular calendar month, they will be eligible for a discount as set forth below.

c. Minimum Commitment and Maximum Commitment for Overlay Plan will be adjusted as follows:

- On November 1, 2006, the Minimum Commitment will be increased by an amount equal to the Contributory Charges billed by the Company for the month of October 2006 for the customer's affiliates identified in the contract and not initially included under this contract tariff. The Maximum Commitment will be increased to an amount equal to the new Minimum Commitment divided by 0.84 to maintain the same proportional spread between the Minimum and Maximum Commitments.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan

c. Minimum Commitment and Maximum Commitment for Overlay Plan will be adjusted as follows:(Cont'd)

- If customer is involved after the activation of the contract tariff in a merger, acquisition, or other corporate reorganization of all or substantially all of its assets; or a purchase of a third party's assets (each a, "Transaction") and the new affiliate remains separate from customer, the Minimum Commitment will be increased effective on the first day of the tenth full calendar month after such Transaction is completed by an amount equal to the contributory charges of such new affiliate billed by the Company in the ninth full calendar month after such Transaction is completed if the Company's existing contract with the new affiliate permits their contributory charges to be included under this contract tariff without early termination charges, shortfall or such charges however denominated. The Maximum Commitment will be increased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84.
- If customer is involved after the activation of the contract tariff in a Transaction and that entity is combined directly into customer or customer directly purchases the assets, the Minimum Commitment will be increased automatically on the date the Transaction is completed by an amount equal to the contributory charges of such entity or for such purchased assets billed by the Company in the full calendar month before the Transaction is completed if the Company's existing contract with the entity or associated with the purchased assets permits the contributory charges to be included under this contract tariff without early termination charges, shortfall or such charges however denominated. The Maximum Commitment will be increased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84.
- In the event that before November 1, 2006, customer effectuates an increase in its commitment level of its RCP under Section 7.1.3, preceding when a customer's entire business is sold or a merger or acquisition takes place or a customer permits a transfer of service under RCP, the Minimum Commitment will be automatically increased by an amount equal to the Contributory Charges of the added services. The Maximum Commitment will be increased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan

c. Minimum Commitment and Maximum Commitment for Overlay Plan will be adjusted as follows:(Cont'd)

- In the event that after the activation of this contract tariff the Company initiates, or the FCC mandates, changes to these Tariff's rates of contributory services ("Affected Contributory Services") and such change directly causes a Material Increase or Material Decrease, the Minimum Commitment will be automatically: (i) increased in the event of a Material Increase by an amount equal to the total monthly incremental increase of this Tariff's rates of the Affected Contributory Services billed by the Company in the calendar month immediately before the change or (ii) decreased in the event of a Material Decrease by an amount equal to the total monthly incremental decrease of this Tariff's rates of the Affected Contributory Services billed by the Company in the calendar month immediately before the change. For subsections (i) and (ii), the Maximum Commitment will be increased or decreased by the amount equal to the new Minimum Commitment under this subsection divided by 0.84.
- If the customer or its affiliates included in this contract tariff pays the Company Termination Liability (as described in 7.1.3, preceding) arising after the activation of this contract tariff under its RCP, then the Minimum Commitment will be automatically decreased by an amount equal to the product of the Termination Liability paid divided by the number of full calendar months remaining through July 31, 2009, net of the immediate preceding month's RCP credit associated with Termination Liability. The Maximum Commitment will be decreased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan

c. Minimum Commitment and Maximum Commitment for Overlay Plan will be adjusted as follows:(Cont'd)

- On the first anniversary of the activation of this contract tariff, the Minimum Commitment and Maximum Commitment in effect on that date (“Year 1 Commitment Levels”) will be reduced by 2%. On each subsequent anniversary of the activation of this contract tariff, the Year 1 Commitment Levels will be increased or decreased to give effect to the cumulative adjustments that have occurred to those amounts other than the anniversary adjustments (“Adjusted Year 1 Commitment Levels”).
- On the second anniversary of the activation of this contract tariff, the Minimum Commitment and Maximum Commitment will be reduced to 97% of the Adjusted Year 1 Commitment Levels.
- If at any time during the initial period or extended period, the Company ceases to provide Contributory Services in any MSA subject to this Contract or sells or divests its operating assets in any MSA subject to this Contract, the Minimum Commitment will be decreased by an amount of the Contributory Charges for such discontinued Contributory Services billed by the Company in the calendar month immediately before such occurrence. The Maximum Commitment will be decreased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84
- If the Company initiates in its discretion changes to the month-to-month rates for the DS1 or DS3 services, as applicable, covered by customer’s RCP such that customer’s actual total DS1 or DS3 spend, as applicable, under the RCP after the application of the RCP credit and the effective credit under the 1.c of this contract tariff is greater than what that spend would have been at the month-to-month rates, the Minimum Commitment will be reduced by an amount equal to the difference between those two total monthly DS1 or DS3 spend amounts, as applicable. The Maximum Commitment will be decreased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84. This subsection only applies if customer chooses the rate stabilized option under its RCP.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan

c. Minimum Commitment and Maximum Commitment for Overlay Plan will be adjusted as follows:(Cont'd)

- If the customer disconnects DS1 circuits under its RCP as the result of chronic disruptions of service (“Chronics”), on each six month anniversary after the activation of this contract tariff, the Minimum Commitment will be reduced by the total amount of the monthly recurring charges for all of such circuits disconnected in accordance with this section during the prior six month period. The monthly recurring charges for each such circuit will be measured in the calendar month before a disconnection of such circuit. The Maximum Commitment will be decreased to an amount equal to the new Minimum Commitment under this subsection divided by 0.84. A DS1 circuit qualifies as a Chronic if the Company trouble history meets the conditions for the circuit set forth in the Contract.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan(Cont'd)

d. Overlay Plan Discounts

- Customer is eligible to receive for each calendar month during the term, credits equal to 100% of the incremental contributory charges that exceed the Minimum Commitment. See 1st Amendment to this Contract, following.
- The Overlay Plan credits are applied only:
 - Against those Contributory Charges for services located in Phase I or Phase II MSAs.
 - If the customer has no Contributory Charges, shortfalls and termination charges in arrears.
- A report used to determine the Contributory Charges that count toward the Minimum Commitment and Maximum Commitment will be created following the end of each calendar month by totaling all the Contributory Charges for the services defined above.
- In the event the customer's contributory charges exceed the Maximum Commitment in a particular calendar month ("Designated Date"), the discount and terms set forth in 2 and 3 following will be suspended and will not apply to any order or installation of new SST, SHNS or GeoMax or any SST, SHNS or GeoMax renewal occurring after the Designated Date. Further, if customer orders or installs a contributory service after the Designated Date pursuant to another contract offer that is memorialized by written agreement between customer and the Company and specifies such service is not eligible for any other promotion, discount or contract tariff offering other than as provided in the other offer, then the promotion or discount in the other contract tariff offering will not apply and customer will be eligible only for the discounts in 1.d, preceding. Before the Designated Date, if the Company offers contributory services under a promotion, discount or contract tariff offering that specifies such service is not eligible for any other promotion, discount or contract tariff offering, customer may participate in such offer upon written agreement between the customer and the Company. Otherwise such an offer may not be combined with this Contract Tariff.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1. Overlay Plan(Cont'd)

e. Overlay Plan Termination

If, prior to the conclusion of the initial term or extended period, this Contract Tariff is terminated either by the Company for Cause or by customer for any reason whatsoever, then Customer will pay the Company an early termination charge equal to 50% of the then current Minimum Commitment multiplied by the number months remaining in the initial term or extended term if such termination occurs after the expiration of the initial term but before the expiration of the extended term ("Overlay Plan TLA"). "Cause" means: a payment default by customer or its affiliates on any Contributory Charges, shortfall charges or termination charges, within five days of separate written notice from the Company notifying the customer of such default or customer's non-compliance with the audit section of the contract.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009 (Cont'd)

2. Discounts for New SST, SHNS and GeoMax Services

Discounts on new SST circuits, SHNS rings or GeoMax systems are part of the Overlay Plan and must be purchased on a 36-month or 60-month Pricing Plan. Eligible rate elements, service types and discount percentages are in the table set forth below. All other rate elements and all nonrecurring charges will be billed at the respective 36-month or 60-month rates set forth in Sections 7, 15 and 17, preceding. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes.

Exception: SST and SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates, as set forth in Sections 7, 15 and 17, preceding.

SERVICE/ELIGIBLE RATE ELEMENTS	TERM/DISCOUNT/PHASE I OR II ELIGIBILITY	
	36-MONTH	60-MONTH
OC192 and GeoMax: SST (Nodes and Mileage) SHNS and GeoMax (Nodes)	20% Phase I & II	25% Phase I & II
OC48: SST (Nodes and Mileage) SHNS (Nodes)	15% Phase I & II	20% Phase I & II
OC24: SST (Nodes and Mileage)	5% Phase II Only	10% Phase II Only
OC12: SST (Nodes and Mileage) SHNS (Nodes)	12.5% Phase II Only	15% Phase II Only
OC3: SST (Mileage Only)	20% Phase I 25% Phase II	25% Phase I 30% Phase II
SHNS (Nodes)	5% Phase II Only	10% Phase II Only

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

2. Discounts for New SST, SHNS and GeoMax Services (Cont'd)

a. Eligibility Criteria:

- Must be a new SST, SHNS or GeoMax Service purchased on either a 36-month or 60-month fixed period rate plan.
- Must be a new SST, SHNS or GeoMax Service ordered after August 26, 2005 but before December 31, 2006 and installed and/or activated after February 1, 2006 but no later than April 30, 2007, unless delayed due to Company reasons.

b. Terms and Conditions for new SST, SHNS and GeoMax Services (Overlay Plan):

- Each SST, SHNS and GeoMax Service ordered by the customer will have its own fixed period rate plan.
- TLA as set forth in Sections 7 and 15, preceding, will apply for any service disconnected prior to the termination of its respective fixed period rate plan.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-009 (Cont'd)****3. Incentive Discounts for Renewals of existing SST, SHNS and GeoMax Services**

Incentive discounts for renewals of existing SST circuits, SHNS rings or GeoMax systems fixed period rate plans are part of the Overlay Plan. Eligible SST, SHNS or GeoMax renewals must be purchased on a 12-, 24-, 36- or 60-month based on the respective fixed period rate plans offered per product as set forth in Sections, 7, 15 and 17, preceding, per the terms and conditions set forth below to be eligible for this offer. Monthly rates for the entire renewal period will be frozen from Company-initiated rate changes.

Exception: SST and SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates, as set forth in Sections 7, 15 and 17, preceding.

- a. SST, SHNS and Geomax Renewals must be for 12-, 24-, 36- or 60-month Pricing Plans, as set forth in Sections 7, 15 and 17 preceding and for one of the three options, chosen by the customer, as set forth below:

DISCOUNT OPTIONS	DISCOUNT % OFF JULY 2004 TARIFFED SST/SHNS/GEOMAX PRICING PLAN RATES	TERMINATION LIABILITY ASSESSMENT % FOR EARLY TERMINATION
Option 1	0%	10%
Option 2	10%	20%
Option 3	20%	40%

- Discounts will only apply to SST, SHNS or GeoMax monthly node and mileage fixed period rate plan rates and will not apply to nonrecurring charges.
- Minimum Service Periods for SST, SHNS or GeoMax will not apply to qualifying renewals.
- TLA is determined based on the value of the fixed period rate plan remaining at the time of termination. The calculation is made by taking the number of months remaining for the chosen fixed period rate plan times the monthly discounted charge for the service being disconnected early times the applicable TLA percentage.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-009****3.a. Incentive Discounts for Renewals of existing SST, SHNS and GeoMax Services(Cont'd)**

- For SST, SHNS and GeoMax Option 1, the 10% TLA will be waived for SST, SHNS or GeoMax Services, as applicable. Examples:
 - Where an SST customer replaces the current SST Service with a new SST Service of the same or greater bandwidth and where the CO Node is located in the same central office.
 - Where a SHNS customer replaces the current SHNS Service with a new SHNS Service of the same or greater bandwidth and where the Hub or CO Node is located in the same central office.
 - Where a GeoMax customer replaces the current GeoMax Service with a new GeoMax Service of the same or greater bandwidth and where the Hub or CO Node is located in the same central office.

b. Eligibility Criteria:

- Existing SST, SHNS or GeoMax Service fixed period rate plans must expire after February 1, 2006 and before February 1, 2009 unless the customer and the Company agree to extend the contract for an additional 12 months, in which case the expiration date would be, February 1, 2010.
- Customer must submit a request for renewal of each respective SST, SHNS or GeoMax Service no earlier than 30 days before the expiration of the original SST, SHNS or GeoMax fixed period rate plan. If an SST, SHNS or GeoMax fixed period rate plan expires and converts to the month-to-month rate, such service is not eligible for renewal under this part of the Overlay Discount Plan.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-009 (Cont'd)****1ST AMENDMENT TO THIS CONTRACT TARIFF**

AMENDMENT

AVAILABILITY: Effective from July 1, 2008 through August 1, 2008.

AMENDMENT

EFFECTIVE DATE: July 1, 2008

This Contract Tariff Amendment officially establishes a 12-month contract extension upon completion of the initial 36-month term at the same interstate rates, terms and conditions unless specified differently below. The completion of the initial 36-month term and the 12-month extension will expire on February 1, 2010.

- Overlay Plan Discount Change:

The customer is eligible to receive for each calendar month during the remainder of the 36-month term and 12-month extension, a discount on the incremental contributory charges that exceed the Maximum Commitment and fall within the specific ranges as set forth below.

MONTHLY INCREMENTAL CONTRIBUTORY CHARGES ABOVE MAXIMUM COMMITMENT	MONTHLY PERCENTAGE DISCOUNT
From \$26,253,611 to \$27,252,977	16%
From \$27,252,978 to \$29,000,856	18%
From \$29,000,857 to \$30,862,399	21%
Above \$30,862,400	24%

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

1ST AMENDMENT TO THIS CONTRACT TARIFF (Cont'd)

- If changes are made to the Minimum Commitment and Maximum Commitment as set forth in c., of the initial contract, the monthly incremental contributory charge spend ranges in the table above will be changed as follows, but the Monthly Percentage Discount for each spend range will remain the same:
 - The Maximum Commitment, currently \$26,253,611, will be changed to the new Maximum. The high end of the first range will be an amount equal to the Maximum Commitment multiplied by 1.0381.
 - The high end of the second range will be an amount equal to the high end of the first range multiplied by 1.1046.
 - The high end of the third range will be an amount equal to the high end of the second range multiplied by 1.1755.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009 (Cont'd)

2ND AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: February 2, 2010

AMENDMENT Effective from February 2, 2010, through
AVAILABILITY: March 4, 2010

This Contract Tariff Amendment extends the expiration date of the 1st Amendment from February 1, 2010 to February 16, 2010. The customer is subject to the terms and conditions of the aforementioned contract.

3RD AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: February 17, 2010

AMENDMENT Effective from February 17, 2010, through
AVAILABILITY: March 19, 2010

This Contract Tariff Amendment extends the expiration date of the 2nd Amendment from February 16, 2010 to February 17, 2010. The customer is subject to the terms and conditions of the aforementioned contract.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-010

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from February 1, 2006 through March 2, 2006

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. All Nodes and Interoffice Mileage will receive a 15% discount on the 36-month recurring rates. All other rate elements and all associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 15 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The new SHNS OC48 Ring must be consist of three Nodes and 24 Interoffice Transport Miles
- Service must be located in the Denver, Colorado MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-011**

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC192

CONTRACT AVAILABILITY: Effective from February 2, 2006 through March 2, 2006

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC192 with four Remote Nodes purchased on a 36-month Pricing Plan. All Remote Nodes will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 7 and 17, preceding.

Total Discounted Monthly Rates for Four SST OC192 Remote Nodes:

- Monthly Recurring Rates \$35,000.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an existing SHNS OC12 Network
- The customer must have an existing GeoMax System in the Minneapolis, Minnesota MSA
- The four SST Remote Nodes must ride the GeoMax System
- Service must be located in the Minneapolis, Minnesota MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-012**

DESCRIPTION: Contract Renewal of an Existing Synchronous Service Transport (SST) OC12

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006

CONTRACT EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the renewal of an existing Synchronous Service Transport (SST) OC12 purchased on a 24-month Pricing Plan. All Nodes and Interexchange Mileage will be billed at the monthly recurring rates set forth below. All other recurring rate elements will be billed at the 24-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 7 and 17, preceding.

Total Discounted Monthly Rates for SST OC12 Nodes and Interoffice Mileage:

- Monthly Recurring Rates \$17,792.72

The following eligibility criteria must be met in order to receive this Contract Offer:

- The renewed SST OC12 Circuit locations must be identical to the existing SST OC12 Circuit, hence this is an administrative renewal only.
- The SST OC12 Circuit must complete the full 24-month term or the customer will be billed the difference between the discounted recurring rate and the 24-month recurring rate.
- Service must be located in the Seattle-Bellevue-Everett, Washington MSA and the Tacoma, Washington MSA, specifically the following wire centers: Seattle Main, STTLWA06; Seattle Elliott, STTLWAEL and Tacoma-Fawcett, TACMWAFa.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-013**

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC12 Circuit with Self-Healing Alternate Route Protection (SHARP)

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC12 circuit with Self-Healing Alternate Route Protection (SHARP) purchased on a 36-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates that are in effect at the time of installation as set forth in Sections 7 and 17, preceding. Exception: The nonrecurring charge for SHARP will be waived. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be located in the in the Seattle-Bellevue-Everett, Washington MSA.
- Service must be a new SST OC12 with SHARP ordered on a 36-month term plan.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-014**

DESCRIPTION: Contract for New DS1 and/or DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 1, 2006 through June 30, 2006

CONTRACT EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for new DS1 and/or DS3 circuits purchased on a 36-month or 60-month Pricing Plan. Discounts for both the DS1 and DS3 Channel Terminations and Transport Channels as set forth below. All other rate elements and all nonrecurring charges will be billed at the respective 36-month or 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes.

Discounts will be applied as follows:

- 30% Discount on DS1 monthly recurring charges for Services listed in the following wire centers.
 - DS1 Channel Termination

WIRE CENTERS

PTLDOR69 SLKCUTMA

- DS1 Transport Channels (30% Discount applies to services between the following Wire Centers)

WIRE CENTERS

TEMPAZMC	DNVRCOMA	EUGNOR53	SLKCUTWE
PHNXAZEA	DNVRCOSE	MDFDOR33	BLLVWASH
PHNXAZMA	DNVRCODC	PTLDOR13	KENTWAOB
PHNXAZNO	NGLNCOMA	PTLDOR69	OLYMWA02
PHNXAZNE	CLSPCOPV	SALMOR58	STTLWA05
TEMPAZMA	DNVRCOSL	MRRYUTMA	STTLWACA
SCDLAZTH	STPLMNMK	OGDNUTMA	STTLWA03
BLDRCOMA	MPLSMNDT	PROVUTMA	STTLWAEL
DNVRCOCH	BLTNMNNO	SLKCUTMA	STTLWA06
CLSPCOMA	GLVYMNOR	SLKCUTSO	DNVRCOCP
DNVRCOEA			

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-014 (Cont'd)

- 35% Discount on DS3 monthly recurring charges for Services listed in the following wire centers.

- DS3 Channel Termination

WIRE CENTERS

TEMPAZMA	PTLDOR69	PHNXAZNO	SLKCUTMA
PHNXAZMA	BOISIDMA		

- DS3 Transport Channels (35% Discount applies to services between the following Wire Centers)

WIRE CENTERS

TEMPAZMC	CLSPCOPV	MPLSMN07	MRRYUTMA
PHNXAZEA	DNVRCOSL	BLTNMNSO	OGDNUTMA
PHNXAZMA	ENWDCOAB	OMAHNENW	PROVUTMA
PHNXAZNO	ARVDCOMA	OMAHNE84	SLKCUTMA
PHNXAZNE	AURRCOMA	OMAHNE90	SLKCUTSO
TEMPAZMA	DNVRCOSO	ALBQNMMA	SLKCUTWE
SCDLAZTH	LKWDCOMA	ALBQNMSM	BLLVWASH
MESAAZMA	BOISIDMA	EUGNOR53	KENTWAOB
SCDLAZMA	BOISIDWE	MDFDOR33	OLYMWA02
BLDRCOMA	STPLMNMK	PTLDOR13	STTLWA05
DNVRCOCH	MPLSMNDT	PTLDOR69	STTLWACA
CLSPCOMA	BLTNMNNO	SALMOR58	STTLWA03
DNVRCOCP	GLVYMNOR	BENDOR24	STTLWAEL
DNVRCOEA	CRYSMNCR	PTLDOR11	STTLWA06
DNVRCOMA	EAGNMNLB	NGLNCOMA	BLLVWAGL
DNVRCOSE	EDPRMNEP	TACMWafa	STTLWACH
DNVRCODC	MPWDMNMA	STTLWADU	

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-014 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be a newly ordered Service under either a 36 month or 60 month fixed period price plan.
- The customer must not be included in the Qwest Regional Commitment Program (RCP).
- Order completion for Services must be within 30 days of the order application date. When order completion is delayed due to Qwest reasons, the order completion date will be extended.
- The service must be available on existing facilities and equipment, and not require additional construction for new facilities.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-015

DESCRIPTION: Contract for the renewal of One Existing Synchronous Service Transport (SST) OC48 Circuit with Self-Healing Alternate Route Protection (SHARP)

CONTRACT AVAILABILITY: Effective from March 8, 2006 through April 8, 2006.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for the renewal of one Synchronous Service Transport (SST) OC48 Circuit with Self-Healing Alternate Route Protection (SHARP), purchased on a 12-month Pricing Plan. The Nodes and SHARP will be billed at a 26% discount off of the 12-month recurring rates set forth in Sections 7 and 17, preceding. This discount applies only to a single renewal order for this SST OC48 with SHARP and will not apply to additional orders for the same or other locations. All other rate elements will be billed at the 12-month recurring rates and all nonrecurring charges will be billed at the 12-month rates as set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- This must be the renewal of an existing SST OC48 Circuit with SHARP located in the Tucson, Arizona MSA
- This must be the renewal of an identical SST OC48 Circuit with SHARP originally ordered on a 36-month Pricing Plan
- This 12-month pricing plan must be ordered within 30 days of the expiration of the 36-month Pricing Plan

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-016**

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from March 8, 2006 through April 8, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for one new Self-Healing Network Service (SHNS) OC12 Ring, purchased on a 36-month Pricing Plan. The Nodes, Interoffice Mileage and CO DS3/DS1 Multiplexer (MUX) will be billed at the discounted rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the Nodes, Interoffice Mileage for the SHNS OC12 and the CO DS3/DS1 MUX, as well as, Non-discounted Monthly Rates for the other SHNS OC12 rate elements established at the time of Installation:

- Monthly Recurring Rates \$15,750.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- This must be one SHNS OC12 Ring located in the Seattle, Washington MSA
- The SHNS OC12 Ring must be comprised of at least: 2 – Hub Nodes, 2 – Premise Nodes, 2 - OC3 Access Ports, 5 – DS3 Access Ports and 2 – DS3 Hub Ports
- The customer must purchase, concurrently, a minimum of 14 Company-provided ISDN PRS/DSS Circuits in Seattle, Washington

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-017

DESCRIPTION: Contract for Migration from an Existing DS3 CAP with a Synchronous Service Transport (SST) CO12 Circuit

CONTRACT AVAILABILITY: Effective from March 8, 2006 through April 8, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for migration from an existing DS3 CAP with a Synchronous Service Transport (SST) OC12 Circuit, purchased on a 36-month Pricing Plan. The Nodes, CO DS3 Ports, Remote DS3 Ports and the Central Office Connection Channel (COCC) will be billed at the discounted rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the SST OC12 Nodes, CO DS3 Ports, Remote DS3 Ports and the Central Office Connection Channel (COCC):

- Monthly Recurring Rates \$4,513.60

The following eligibility criterion must be met in order to receive this Contract Offer:

- SST OC12 Circuit must be migrating from a DS3 CAP Service

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-018

DESCRIPTION: Contract for the Replacement of 27 DS1 Circuits with a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from April 8, 2006 through May 8, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the replacement of 27 DS1 circuits with a Self-Healing Network Service (SHNS) OC12 Ring, purchased on a 36-month Pricing Plan. The recurring monthly rates will be billed discounted 36-month rates as set forth below. Nonrecurring rates associated with the migration from 27 DS1 circuits to a SHNS OC12 will be waived. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC12:

- Monthly Recurring Rates \$19,503.00[1] (I)

The following eligibility criterion must be met in order to receive this Contract Offer:

- This SHNS OC12 must be a replacement of the customer's existing 27 DS1 circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

[1] Total reflects the addition of the discounted rates from the amendment following.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-018 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: July 7, 2006

AMENDMENT
AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

This contract amendment provides for the migration of three DS3 Private Line circuits, two DS1 Private Line circuits and one Frame Relay circuit to ride the existing Self-Healing Network Service. This amendment is coterminous with the existing contract service and will terminate at the same time. The nonrecurring charges for the reconfiguration will be waived.

Additional Discounted Monthly Rates for the SHNS OC12:

- Monthly Recurring Rates \$1,725.00
- The customer is subject to the terms and conditions of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-019

DESCRIPTION: Contract for the Renewal of Two Synchronous Service Transport Service (SST) OC3 Nodes

CONTRACT AVAILABILITY: Effective from April 8, 2006 through May 8, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for the renewal of two Synchronous Service Transport (SST) Service OC3 Nodes, purchased on a 36-month Pricing Plan. The SST Nodes will be billed discounted monthly recurring rates as set forth below. All other recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for SST Nodes:

- Monthly Recurring Rates \$2,514.20

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer's service must be located in the Seattle-Bellevue-Everett, WA MSA: Bellevue Glencourt BLLVWAGL and Seattle Main STTLWA06.
- The facilities for the SST OC3 Nodes exist and this service will be used in conjunction with a SHNS.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-020

DESCRIPTION: Contract to Upgrade a Self-Healing Network Service (SHNS) OC12 System to a GeoMax Ring with an Overlay of a Synchronous Service Transport (SST) OC24

CONTRACT AVAILABILITY: Effective from April 21, 2006 through May 21, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract to upgrade a Self-Healing Network Service (SHNS) OC12 System to a GeoMax Ring with an overlay of a Synchronous Service Transport (SST) OC24, purchased on a 60-month Pricing Plan. The GeoMax Ring with an overlay of an SST OC24 comprised of at least 11 lower level circuits will be billed discounted monthly recurring rates as set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Ring with an Overlay of Eleven SST Circuits:

- Monthly Recurring Rates \$48,749.20[1] (I)

[1] Total reflects the addition of the discounted rates from the amendments following.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-020 (Cont'd)**

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer's service must be located in the Minneapolis-St. Paul, MN MSA, Minneapolis, MPLSMNDT; Hopkins, HPKNMNHO; Eden Prairie, EDPRMNEP and Glen Prairie, EDPRMNGP
- Must be an upgrade from a SHNS OC12 System to a GeoMax Ring with an overlay of an SST OC24 comprised of at least 11 lower level circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from March 23, 2007 through April 22, 2007.

AMENDMENT

EFFECTIVE DATE: March 23, 2007

This Contract Tariff Amendment is for GeoMax Service purchased under the original contract tariff at the discounted 60-month Pricing Plan rates below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding.

The new service is coterminous with the existing contract service and will terminate at the same time. The new service is subject to all other terms and conditions not expressly addressed in this Amendment. Service components cannot be added during the last 12 months of the Agreement.

Discounted Monthly Rates for the new GeoMax Service.

- Monthly Recurring Rates \$6,732.00

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-020 (Cont'd)

2ND AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from December 19, 2008
through January 18, 2009.

AMENDMENT

EFFECTIVE DATE: December 19, 2008

This Contract Tariff Amendment is for GeoMax Service purchased under the original contract tariff at the discounted 60-month Pricing Plan rates below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding.

The new service is coterminous with the existing contract service and will terminate at the same time. The new service is subject to all other terms and conditions not expressly addressed in this Amendment. Service components cannot be added during the last 12 months of the Agreement.

Discounted Monthly Rates for the new GeoMax Service.

- Monthly Recurring Rates \$1,550.00
- Special Construction \$73,918.91

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-021

DESCRIPTION: Contract for a new 3-Node Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from April 21, 2006 through May 21, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new 3-Node Self-Healing Network Service (SHNS) OC48 Ring, purchased on a 36-month Pricing Plan at rates set forth in Sections 15 and 17 preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer's service must be located in the Greeley, CO MSA
- Customer's 3-Node SHNS OC48 Ring must bill a minimum of \$34,000 per month.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-022

DESCRIPTION: Contract for a new Synchronous Service Transport (SST) OC3 Circuit

CONTRACT AVAILABILITY: Effective from April 21, 2006 through May 21, 2006.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new Synchronous Service Transport (SST) OC3 circuit, purchased on a 60-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must order and maintain a minimum of 35 – DS1 Ports for use with the SST OC3 over the 60-month Term.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-023

DESCRIPTION: Renewal of a DS3 Circuit

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract is for the renewal of a DS3 Circuit, purchased on a 60-month Pricing Plan, at discounted rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for the DS3 Circuit:

- Monthly Recurring Rates \$1,541.64

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government
- Service must have a Channel Termination located at Peterson AFB
- Existing DS3 60-month Pricing Plan must have expired
- A portion of the service must be located in the Colorado Springs, Colorado MSA

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-024

DESCRIPTION: Renewal of a Synchronous Service Transport (SST)
OC12 Circuit

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13,
2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract is for the renewal of a Synchronous Service Transport (SST)
OC12 Circuit, purchased on a 60-month Pricing Plan, at discounted rates set forth
below. Monthly rates for the entire 60-months will be frozen from Company-
initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed
period pricing plan rates (i.e. these rates are not frozen). Those rate elements will
be billed the current month-to-month port rates both recurring and nonrecurring,
as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the SST OC12 Circuit:

- Monthly Recurring Rates \$6,552.48

The following eligibility criterion must be met in order to receive this Contract
Offer:

- Customer must be Federal Government
- Existing SST OC12 60-month Pricing Plan must have expired
- A Central Office Node must be located in the Denver, Colorado MSA; Aurora
AURRCOMA

Minimum Service Period and TLA will not apply should the customer terminate
service during anytime of the contract.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-025**

DESCRIPTION: Renewal of a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for the renewal of a Self-Healing Network Service (SHNS) OC48 Ring, purchased on a 36-month Pricing Plan, at discounted rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC48 Ring as Initially Installed:

- Monthly Recurring Rates \$46,386.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must have an existing SHNS OC48 Ring with a 36-month pricing plan that has recently expired or is about to expire.
- Customer's expiring contract must have a monthly spend equal to or greater than \$46,386.00.
- Renewal of this existing SHNS OC48 Ring must not require the Company to spend incremental capital.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply only for the first 12-months of the 36-month contract.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-026

DESCRIPTION: Contract for a new DS1 Circuit

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new DS1 Circuit, purchased on a 60-month Pricing Plan, at the discounted rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for the DS1 Circuit:

- Monthly Recurring Rates \$180.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government
- Service must be located in the Phoenix-Mesa; Arizona MSA, Gilbert MESAAZMA

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-027

DESCRIPTION: Contract for new GeoMax Services.

CONTRACT AVAILABILITY: Effective from May 25, 2006, through June 25, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for new GeoMax Services purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$70,656.35

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer's service must be located in the Tucson, Arizona MSA; Southeast TCSNAZSE and Benson, AZ; BNSNAZMA
- Customer's contract must have a minimum spend of \$70,000.00 monthly and \$2,500,000.00 over the life of the Agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-028

DESCRIPTION: Contract for a new Synchronous Service Transport (SST) OC3 Circuit

CONTRACT AVAILABILITY: Effective from May 25, 2006, through June 25, 2006.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new Synchronous Service Transport (SST) OC3 circuit, purchased on a 12-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes. All nonrecurring rates will be waived as long as the customer meets all the terms and conditions of this contract. If the circuit is terminated or cancelled prior to the conclusion of the Term, the customer will be required to repay within thirty days of the termination the full amount of the waived nonrecurring charges

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Monthly Rates for the SST OC3 Circuit as Initially Installed:

- Monthly Recurring Rates \$5,018.75

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customers must replace an existing DS3 Private Line with an OC3 SST Private Line.
- All facilities must already be in place including Self Healing Alternate Route Protection (SHARP) and there must be no interoffice mileage in the circuit.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-029

DESCRIPTION: Contract for a new Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from August 12, 2006, through September 12, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new Self-Healing Network Service (SHNS) with an OC48 Bandwidth, purchased on a 60-month Pricing Plan. The monthly recurring nodes and interoffice transport mileage charges will be available at 30% less than the 60-month term plan rates set forth in Sections 15 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The customer will accept the service before the SHNS ring is completed. From the date the customer accepts the service until the SHNS ring is completed the customer will:

- Pay the service rates as though the service was complete and,
- Will not be entitled to any out of service credits for service outages and,
- Releases and discharges the Company from all liabilities and claims whatsoever arising out of the customer's use of the incomplete service.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-029 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's new service must be located only in the Portland, Oregon MSA; Belmont, PTLDOR13 and Salem, Oregon MSA; Salem, SALMOR58.
- The customer's new SHNS OC48 System must consist of 3 nodes and 90 interoffice miles purchased on a 60-month Pricing Plan.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-030

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from June 5, 2006, through July 5, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) with an OC48 Bandwidth, purchased on a 60-month Pricing Plan at the recurring rates set forth below. This contract includes eight OC3 ports, eighty-four DS1 Ports and eighteen DS3 ports. The All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 15 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC48:

- Monthly Recurring Rates \$46,915.54

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading two existing SHNS OC12 Rings to two SHNS OC48 Rings with the same Hub and CO locations.
- The rings must be in the Salt Lake City – Ogden, Utah MSAs; Main SLKCUTMA and Kearns KRNSUTMA and the Portland – Vancouver, Oregon MSAs; Capital PTLDOR69, Atlantic, PLTDOR12 and Belmont PLTDOR13.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-031

DESCRIPTION: PRIVATE LINE CONTRACT

CONTRACT AVAILABILITY: Effective from June 6, 2006, through July 6, 2006.

CONTRACT
EXPIRATION DATE: 6-Months

AVAILABLE MSAs: MSAs identified in Section 23

- A. This contract provides a 6-month incentive associated with the customer's aggregated revenue commitment for Private Line Services. This contract will commence on the effective date of this tariff and will continue with the Contributory Services until December 6, 2006.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

B. Terms and Conditions

1. When this contract becomes effective the customer must meet the minimum and maximum circuit requirements specified in C.7., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charge Commitment. If the customer ordered Contributory Services prior to the Effective Date, only those Contributory Charges generated after the effective date of this contract will apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide a 6-month incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-031 (Cont'd)

C. 6-Month Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive a 6-month incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 8., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the Minimum Contributory Charge Commitment.
3. The customer must have had annual incentive plans during the last three years prior to this contract that have expired and were comparable to this contract.
4. The 6-month incentive is applied during the term of this contract against the eligible Contributory Charges for Contributory Services within any Phase I or Phase II MSAs.
5. The 6-month incentive is only credited to customers with no monthly charges in arrears.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-031****C. 6-Month Incentive and Circuit Requirements (Cont'd)**

6. The 6-month incentive is calculated using the incremental revenue that exceeds the Minimum Contributory Charge Commitment. Revenue exceeding the Maximum Contributory Charge amount is not eligible for the 6-month incentive.

The formula is: 6-month incentive = (Either the 6-month Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x applicable 6-month incentive percentage.

For example, at the end of the term the customer exceeds the 6-month Minimum Contributory Charge but, does not exceed the 6-month Maximum Contributory Charge amount. The Actual Contributory Charge achieved is 35,500,000.00. The Minimum Contributory Charge of \$28,995,924.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$6,504,076.00. Using the information provided in 8., following, the associated incentive percentage for this example is 30%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge and the 6-month incentive equals \$1,951,222.00.

$$(\$35,500,000.00 - \$28,995,924.00) \times 30\% = \$1,951,222.00$$

7. Minimum and Maximum Circuit Requirements on the effective date of this contract.

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	11,000	12,500
DS3	40	60

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-031****C. 6-Month Incentive and Circuit Requirements (Cont'd)**

8. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$28,995,924.00	\$36,244,904.00

The Incentive Percentage is determined as shown below.

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$28,995,924.00 - \$31,895,516.00	15%
31,895,517.00 - 33,345,312.00	20%
33,345,313.00 - 34,795,108.00	25%
34,795,109.00 - 36,244,904.00	30%

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-032

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$11,849.54

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMP AZMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-033

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$12,130.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMP AZMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-034

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$12,011.40

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMP AZMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-035

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes and Gigabit Ethernet Unprotected Ports will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes and Gigabit Ethernet Unprotected Ports:

- Monthly Recurring Rates \$11,451.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMP AZMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-036

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$13,587.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMP AZMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-037

DESCRIPTION: Contract for a new Synchronous Service Transport (SST) OC24 Circuit

CONTRACT AVAILABILITY: Effective from June 22, 2006, through July 22, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one new Synchronous Service Transport (SST) OC24 circuit, purchased on a 60-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Rates for the SST OC24 Circuit as Initially Installed:

- Monthly Recurring Rates \$31,616.80
- Nonrecurring Rates \$8,500.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be located in the Phoenix – Mesa, Arizona MSA; Thunderbird SCDLAZTHDS0.
- Customer's contract must have a minimum spend of \$1,688,988.00 over the life of the 60-month period.
- Customer must maintain a minimum of 15 DS3 Ports and 58 DS1 for use with the service during the 60-month period.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-038

DESCRIPTION: Contract for a Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from June 22, 2006, through July 22, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new Synchronous Service Transport (SST) OC12 circuit, purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the SST OC12 Circuit as Initially Installed:

- Monthly Recurring Rates \$11,528.09

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customers must replace an existing OC3 SST Private Line with an OC12 SST Private Line.
- Service must be located in the Denver, Colorado MSA and the Denver - Boulder, Colorado MSA, specifically the following wire centers: Denver Main, DNVRCOMA and Aberdeen, ENWDCOAB.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-039

DESCRIPTION: Contract for GeoMax and Synchronous Service Transport (SST) OC48 Service.

CONTRACT AVAILABILITY: Effective from June 22, 2006, through July 22, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a GeoMax Ring and SST OC48 Services purchased on a 60-month Pricing Plan. The monthly recurring node charges will be available at 30% less than the 60-month term plan rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's new service must be located in the Portland - Vancouver, Oregon MSAs.
- The customer's service must consist of a GeoMax Ring of 4 nodes and 13 interoffice miles and five OC48 SST nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-040

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of a Self-Healing Network Service (SHNS) with an OC48 Bandwidth, purchased on a 36-month Pricing Plan, at the recurring rates set forth below. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 15 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC48 nodes and mileage:

- Monthly Recurring Rates \$59,124.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must install at least two new OC48 nodes to an existing SHNS ring.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-041

DESCRIPTION: Contract for one GeoMax Ring.

CONTRACT AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one GeoMax OC48 Ring purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$24,983.50[1] (I)

For additions to the GeoMax Service, the customer will receive the same GeoMax discount from the tariffed 36-month rates in effect on the date of the agreement until 12-months prior to the expiration of the initial 36-month term.

For any new ports and/or nodes added to the GeoMax Service after 24-months from the effective date the customer will be billed 2.5 times the current discounted rates received by the customer.

For any new ports and/or nodes added during an Option Term the customer will receive the contract discount off the tariffed 12-month rates.

In the event the customer chooses to sign a 36-month term GeoMax service ordered in the last year of the thirty-six month term, the customer will receive the contract discount from the tariffed 36-month rates in effect on the date of the new agreement.

[1] Total reflects the addition of the discounted rates from the following amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-041 (Cont'd)**

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing and already installed GeoMax Ring in the Seattle, Washington MSAs.
- The customer must have at least one other GeoMax Ring already existing and installed in the Seattle, Washington MSAs.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: December 16, 2006

AMENDMENT
AVAILABILITY: Effective from December 8, 2006, through, January 8, 2007.

This contract amendment is for a new Premise Node, two Additional Shelves, and two GigE Ports added to the existing GeoMax service. These additional components are added to and constitute part of the existing agreement and the existing service. This amendment is coterminous with the existing contract service and will terminate at the same time. The nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Additional Discounted Monthly Rates for the GeoMax Service

- Monthly Recurring Rates \$6,844.00

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-042**

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from July 21, 2006, through August 20, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a 3-Node Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's service must be located in the Greeley, CO MSA.
- The customer's 3-Node SHNS OC12 Ring must bill a minimum of \$19,500.00 per month.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-043**

DESCRIPTION: GeoMax Service with an Overlay of Synchronous Service Transport (SST) OC12.

CONTRACT AVAILABILITY: Effective from November 1, 2006, through December 1, 2006.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for one GeoMax Service with an overlay of Synchronous Service Transport (SST) OC12 circuits purchased on a new 60-month Pricing Plan. The GeoMax Service with the SST OC12 overlay will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Section 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for one GeoMax Services with an Overlay of SST OC12 Circuits:

- Monthly Recurring Rates \$71,213.03 (I)

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer's service must be located in the Minneapolis-St. Paul, MN MSA, 7th Avenue, MPLSMN07 and Minneapolis, MPLSMNDT.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-043 (Cont'd)**

- The customer must upgrade an existing SHNS service to a new GeoMax/SST Service with five premise nodes and two CO nodes and sign a new 60-month term agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

EFFECTIVE DATE: December 5, 2008

AMENDMENT

EFFECTIVE DATE: Effective from December 5, 2008, through

AVAILABILITY:

January 4, 2009

This contract tariff amendment is for GeoMax Service with an overlay of Synchronous Service Transport (SST) OC12 purchased under the original contract tariff at the discounted 60-month Pricing Plan rates below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding.

The new service is coterminous with the existing contract service and will terminate at the same time. The new service is subject to all other terms and conditions not expressly addressed in this Amendment. Service components cannot be added during the last 12 months of the Agreement.

Additional Discounted Monthly Rates for the GeoMax Service

- Monthly Recurring Rates \$31,844.70

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-044

DESCRIPTION: GeoMax Services

CONTRACT AVAILABILITY: Effective from July 21, 2006, through August 21, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two GeoMax Services purchased on a new 36-month Pricing Plan. The GeoMax Services will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 36-month rates set forth in Section 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Discounted Monthly Rates for two GeoMax Services:

- Monthly Recurring Rates \$16,050.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer's service must be located in the Portland-Vancouver, OR MSA: Capital, PTLDOR69.
- The service configuration must consist of two premise nodes, two 10 Gigabit Ethernet Ports and two 2.125 GIG Fiber Channel Ports.
- The customer's total spend over the 36-month term must be a minimum of \$577,800.00

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-045

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from August 12, 2006, through September 12, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a 3-Node Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 60-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC12 Ring as Initially Installed:

- Monthly Recurring Rates \$7,548.70

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must replace an existing, expiring system.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-046

DESCRIPTION: Contract for One Existing Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from August 12, 2006, through September 12, 2006

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one existing Self-Healing Network Service (SHNS) OC48 System, purchased on a 12-month Pricing Plan. All rate elements will be billed at the recurring rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

Recurring Rates for 1 SHNS OC48 System:

- Monthly Recurring Rates \$23,580.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Denver, Colorado MSA
- Customer must have an existing SHNS OC48 System currently on a 12-month Pricing Plan.
- Upon the expiration of the aforementioned SHNS OC48 12-month Pricing Plan, this new 12-month Pricing Plan will go into effect

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply. Upon completion of month 9 of the 12-month term the TLA charges will be waived.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-047

DESCRIPTION: Contract for the Renewal of Three DS3 Circuits

CONTRACT AVAILABILITY: Effective from August 12, 2006, through
September 12, 2006

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the renewal of 3-DS3 circuits purchased on a 24-month Pricing Plan as set forth in Sections 7 and 17, preceding. The DS3 circuits will be billed at the discounted monthly recurring rates set forth below. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Discounted Recurring Rates for three DS3 Circuits:

- Monthly Recurring Rates \$9,277.02

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the Denver - Boulder, Colorado MSA; Denver Main, DNVRCOMA and Longmont Main, LGMTCOMA.
- Customer must have completed 60-month Pricing Plans for at least three DS3.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-048

DESCRIPTION: Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from September 12, 2006, through October 12, 2006.

CONTRACT
EXPIRATION DATE: 6-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for a Synchronous Service Transport (SST) OC3 circuit purchased on a 12-month Pricing Plan. The SST OC3 will be billed at the tariffed 12-month recurring rates and all nonrecurring charges will be billed at the respective 12-month rates set forth in Section 7 and 17, preceding. Monthly rates for the 6-month term will be frozen from Company-initiated rate changes. Service will not renew and will automatically terminate upon expiration of the 6-month term.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Monthly Rates for a SST OC3 Circuit:

- Monthly Recurring Rates \$4,064.00
- Nonrecurring Rates \$14.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer's SST Service is provided as a temporary alternative service for use during implementation of GeoMax service ordered at the same locations under an existing contract.
- The SST Service must be provisioned on the existing fiber distribution panel and utilize either an unprotected, concatenated OC3 fiber pair or a 4-fiber OC3 without remote protection equipment.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-048 (Cont'd)

When the entire service or a portion of the service is disconnected prior to the expiration of the third month of the term then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply. If the entire or a portion of the service is disconnected after the third month of the term then the TLA will be waived.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-049

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from August 17, 2007, through September 16, 2007.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 12-month Pricing Plan set forth in Sections 15 and 17, preceding. The SHNS OC12 Access and Hub nodes will be purchased at a discounted rate while the transport mileage will be billed at the tariffed rate shown in Section 17, preceding. The monthly rates will be frozen from Company initiated rate changes for the entire 12-months and all nonrecurring rates will be waived. A one time credit of \$46,117.13 will also be applied to the customer's account within the first billing cycle to resolve billing and service issues associated with this agreement.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$18,835.12 (R)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must renew this contract for an additional 12 month term.
- The customer's service must be located in the Denver, CO MSA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-050

DESCRIPTION: Contract for one GeoMax Ring.

CONTRACT AVAILABILITY: Effective from September 26, 2006, through October 26, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a GeoMax Ring purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding. All nonrecurring charges will be billed at the respective tariffed rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Discounted 36-Month Rates for a GeoMax Ring as Initially Installed:

- Monthly Recurring Rates \$69,331.50

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must have a minimum spend of \$69,000.00 per month and \$2,400,000.00 over the life of the Agreement.
- Customer's service must be located in the following Minnesota – St. Paul MSA: Minneapolis MPLSMNDT, Park Row NSPLMNPR, Anoka, ANOKMNAN, West St. Paul, WSPLMNWS and Coon Rapids, Minnesota MSA CNRPMNND. The customer must also have service in the Big Lake, Minnesota MSA BGLKMNXA26G.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-051

DESCRIPTION: Contract for Broadcast Video Service.

CONTRACT AVAILABILITY: Effective from September 26, 2006, through October 26, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Broadcast Video Service purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding. All nonrecurring charges will be billed at the respective tariffed rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Discounted 36-Month Rates for a Broadcast Video Service as Initially Installed:

- Monthly Recurring Rates \$3,221.40

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must be migrating from the Company's Commercial Video Service to Broadcast Video Service.
- The customer's Channel Termination per point must be Video Channel non-diplexed with four audio, 10TV6-15A.
- Customer's Transport Channel per mile must be 25 to 50 miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-052**

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from September 26, 2006, through October 26, 2006.

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 ring purchased on a 24-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 24-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at tariffed rates set forth in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and are not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates, both recurring and nonrecurring as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC12 ring:

- Monthly Recurring Rates \$28,635.60

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing SHNS ring where facilities already exist.
- The customer's service must be located in the following Minneapolis - St. Paul MSA: Orchard GLVYMNOR, Minneapolis MPLSMNDT and Market STPLMNMK.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-053**

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from October 13, 2006, through November 12, 2006.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC12 Circuit:

- Monthly Recurring Rates \$13,951.20

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be an existing customer with an OC3 SHNS agreement that has completed an original term of not less than five years with an additional 24 months renewal upon execution of this agreement.
- The customer must have existing access to OC12 SHNS facilities but, have not used the entire OC12 SHNS bandwidth.
- The customer's service must be located in the following Arizona wirecenters: Mesa MESAAZMA, Phoenix Main PHNXAZMA and Chandler West CHNDAZWE.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-054

DESCRIPTION: Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from October 13, 2006, through November 12, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the addition of a new Synchronous Service Transport (SST) OC3 Central Office Node purchased on a 36-month Pricing Plan set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived. The new service will be coterminous with an existing SST OC12 and will terminate at the same time as the existing SST OC12.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The discounted monthly rates for a SST OC3 Central Office Node:

- Monthly Recurring Rates \$1955.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's must be adding an SST OC3 Central Office Node to an existing SST OC12 Service. The new Central Office Node will be coterminous with the existing service, terminate at the same time as the existing service and will be subject to the terms and conditions of the existing service.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-055**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) and GeoMax Service

CONTRACT AVAILABILITY: Effective from October 13, 2006, through November 12, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of two Self-Healing Network (SHNS) rings with an OC12 Bandwidth and two new GeoMax Rings which include twelve Gigabit ethernet ports. These services are purchased on a 60-month Pricing Plan at the recurring rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7, 15 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 and GeoMax rings:

- Monthly Recurring Rates \$52,771.60

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must renew two existing SHNS OC12 Rings at the existing locations.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-055

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- In addition, the customer must install two GeoMax rings.
- The customer must have a minimum spend of \$52,000.00 per month and the spend over the length of the term must be greater than \$3,050,000.00.
- The SHNS and GeoMax rings must be in the Salt Lake City – Ogden, Utah MSAs; Main SLKCUTMA and Kearns KRNSUTMA and the Portland – Vancouver, Oregon MSAs; Capital PTLDOR69, Atlantic, PLTDOR12 and Belmont PLTDOR13.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-056

Description: Contract for a Self-Healing Network Service (SHNS)

Contract Availability: Effective from October 24, 2006, through November 23, 2006.

Contract Expiration Date: 36-Months

Available MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC48 Circuit:

- Monthly Recurring Rates \$62,400.00

Provided the customer is in compliance with the obligation of the Agreement the customer will receive the following three Usage Credits; (1) \$50,000.00 in month 12, (2) \$125,000.00 in month 24, and (3) \$125,000.00 in month 36. The Usage Credit will be applied to the customer's Qwest interstate usage charges in the 12th, 24th and 36th billing periods following the effective date of the Agreement. In no event will a Usage Credit exceed the sum of the customer's Qwest interstate usage charges in the applicable monthly billing period.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-056 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must renew an existing SHNS OC48 ring which has been installed for 5 years.
- The customer's service must be located in the following Colorado wirecenters: Littleton LTTNCOHL, Denver Main DNVRCOMA, Golden GLDNCOMA, Boulder BLDRCOGB, Northglenn NGLMCOMA and Drycreek DNVRCODC.
- The customer must enter into a Master Service Agreement that includes a minimum of 971 Business Access Lines.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 06-057**

Description: Contract for a DS3 Private Line, Synchronous Service Transport Service (SST) and Self-Healing Network Service (SHNS)

Contract Availability: Effective from October 24, 2006, through November 23, 2006.

Contract Expiration Date: 36-Months

Available MSAs: MSAs identified in Section 23

This contract is for one DS3 Private Line, one Synchronous Service Transport Service (SST) OC3 Node, and one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7, 15 and 17, preceding.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for an initial period of 12 months by notifying the Company in writing of their intent to do so.

Exception: SHNS and SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding.

The discounted monthly rates for the DS3 Private Line, SST OC3 Node and SHNS OC12 Ring:

- Monthly Recurring Rates \$14,845.12

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must renew service where facilities already exist in the following North Dakota wirecenters: Fargo FARGNDKFHO1, Fargo FARGNBC and West Fargo WFRGNDBC.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7 and 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-058

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from October 24, 2006, through November 23, 2006.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 12-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 12-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC48 Ring as Initially Installed:

- Monthly Recurring Rates \$33,684.72

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be an existing customer with an OC48 SHNS agreement that has completed on an original term of not less than 60 months with an additional 12 month renewal.
- The customer's service must be located in the following Arizona wirecenters: Phoenix North, PHNXAZNO and Phoenix Main, PHNXAZMA.
- The service configuration must consist of five nodes, comprised of two hub nodes and three access nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-059

DESCRIPTION: New DS3 Circuits in Arizona Phase II Wire Centers

CONTRACT AVAILABILITY: Effective from January 1, 2007 through June 30, 2007

CONTRACT EXPIRATION DATE: 36- and 60-Months

AVAILABLE MSAs: Phase II MSAs as identified in Section 23

This contract tariff is for new DS3 Circuits that are located in the state of Arizona and purchased on a 36- or 60-month pricing plan. Eligible customers will receive a 35% Discount on Channel Terminations and Transport Channel Mileage off of the respective pricing plan they choose as set forth in Section 17, preceding.

Monthly rates for all other rate elements will be billed at the associated pricing plan rates as set forth in Section 17, preceding. All monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes. The nonrecurring charge for the entire service will be waived.

The following eligibility criteria must be met in order to receive this Contract Offer:

- This is only available for new DS3 Circuits
- Both the originating and terminating Channel Terminations must be located in an Arizona Phase II wire center.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-060

DESCRIPTION: Contract for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), GeoMax and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from December 1, 2006 through January 1, 2007

CONTRACT EFFECTIVE DATE: December 1, 2006

CONTRACT EXPIRATION DATE: 36-Months

Available MSAs: Phase I and Phase II, as defined in Section 23

This contract tariff is for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), GeoMax and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 60-month Pricing Plan Rates. All recurring and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7, 15 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

- Exception: SST and SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any shortfall charge or Termination Liability, so long as the Revenue Commitment set forth below, is met and any associated nonrecurring revenue charges disclosed to the customer in advance are paid.

GeoMax Service is covered under this contract as well and will be billed at 30% of the 60-month pricing plan rate over the 36-month period with a 36-month minimum service period. Special Construction Charges will apply when there is an additional funding requirement in order to provide service.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-060 (Cont'd)

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST, GeoMax and SHNS Contract Offer:

- The customer must commit to purchasing at least \$50,000,000 of Contributory Services over 36-months. Contributory Services include Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), GeoMax, Self-Healing Network Service (SHNS), Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, Frame Relay Service (FRS), LAN Switching Service, ATM and Metro Optical Ethernet (MOE). Both recurring and nonrecurring charges will apply to the revenue commitment.
- No more than 50% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff. The customer shall not incur any Termination Liability, shortfall or cancellation penalties under any existing agreements that are replaced or superceded by this Contract. In addition any existing services that have a minimum service period and are services that will move under this Contract, shall be able to count time in service toward the satisfaction of the applicable minimum service period under this Contract.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$50,000,000 commitment within the first 36-months:
 - The customer must notify the Company in writing of their intent to renew this Contract for an additional 1 or 2 years. The revenue commitment for the respective renewal will be equivalent to the prorata portion of the \$50,000,000.
 - The Contract may be automatically extended on the same terms and conditions, but excluding the revenue commitment, for a period of 270 days or for a longer period mutually agreed upon by the customer and the Company.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-060

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer(Cont'd):

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If at the end of the 36-month term the customer has not met the \$50,000,000 commitment then:

If the customer fails to meet the revenue commitment, the Company at its sole option, may assess a shortfall charge in an amount equal to 60% of the difference between the revenue commitment and the actual amounts billed and paid for during the thirty-six month period.

- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-061

DESCRIPTION: Contract for new and existing DS1 Services

CONTRACT AVAILABILITY: Effective from December 1, 2006, through January 1, 2007

CONTRACT EXPIRATION DATE: September 15, 2008

AVAILABLE MSAs: All Phase I and II MSAs identified in Section 23

This contract tariff is for new and existing DS1 Circuits purchased at 60-month Pricing Plan rates in effect as of December 1, 2006. All monthly rate elements for the DS1s will be available for a 10% discount of the 60-month Pricing Plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes. All nonrecurring charges for new DS1s will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

DS1 Circuits may be added at any time under this Agreement. New DS1s added after the effective date of this Agreement will be coterminous with the Contract Expiration Date.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for a 12-month period by notifying the Company in writing of its intent to do so. The customer may extend the Agreement a total of three times under the rates of this initial contract.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be a Federal Government agency.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-062

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) Ring

CONTRACT AVAILABILITY: Effective from December 16, 2006, through January 16, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) ring with an OC192 Bandwidth, purchased on a 60-month Pricing Plan. The monthly recurring charges for nodes and interoffice transport mileage will be available at 55% less than the rates set forth in Sections 15 and 17, preceding. The discount for the nodes and mileage applies only to a single order specified in this Agreement and will not apply to additional orders in the same or other locations. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: DS3 hub ports and OC12 Ring Mux Ports are not available under fixed period pricing plan rates and will be billed at the current month-to-month port rates, both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding. OC12 Ring Mux Ports added to the OC192 SHNS ring and in service during the 60-month Pricing Plan term will be available at 55% less than the month to month rates.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's service must be located in the Phoenix, Arizona MSA.
- The customer's service must be an upgrade to an existing OC-48 SHNS ring that the customer has had in place for at least five years.
- The customer's service must include mileage of at least 85 miles.
- The customer's service must include eight or more nodes.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-063

DESCRIPTION: Contract for GeoMax and SST Service

CONTRACT AVAILABILITY: Effective from December 15, 2006, through January 15, 2007.

CONTRACT EXPIRATION DATE: 48-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a GeoMax Service with an SST overlay purchased on a 60-month Pricing Plan. The monthly recurring charges for will be available at 30% less than the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 48-month term will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

For additions or changes to the GeoMax Service, the customer will receive the same GeoMax discount through and including the twenty-fourth month of the Agreement and these additions or changes will be subject to all terms of the Agreement. Such additions or changes will be coterminous with the existing service.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must spend over \$200,000.00 a month with the Company.
- The customer must be replacing an existing OC12 SHNS ring with a GeoMax Service in Salt Lake City, Utah, or a GeoMax Service with an SST Overlay in Boise, Idaho.
- The customer must have an existing GeoMax Service in place in Minneapolis, Minnesota.
- Customer's service must be located in the Murray and Salt Lake City - West, Utah MSAs MRRYUT24 and SLKCUTWE, Boise - Main and Boise -West, Idaho MSA's BOISIDMA, and BOISIDWE.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-064

DESCRIPTION: Contract for GeoMax and SST Service

CONTRACT AVAILABILITY: Effective from March 9, 2007, through April 9, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service and SST Service purchased on a 60-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Discounted Monthly Rates for one GeoMax Service and one SST Service:

- Monthly Recurring Rates \$33,757.18 (I)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be replacing an existing GeoMax/Self Healing Network Service (SHNS) Service with a new GeoMax/SST Service and be signing a new 60-month Agreement for the same location.
- Customer's existing service must be located in the Maplewood, Minnesota MSA MPWDMNMA and have been in place since 2004.
- The customer's SST ports must be used from the existing SHNS service

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-001

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from January 30, 2007, through March 1, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. Nonrecurring charges for the additional Gigabit Ethernet will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$17,260.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have a minimum spend of \$16,980.00 in GeoMax Services in Nebraska.
- The customer must have had existing GeoMax services installed for 36 months.
- The customer must have at least four circuits.
- Customer's service must be located in the Omaha, Nebraska MSAs, OMAHNEHA and OMAHNE84.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-002**

DESCRIPTION: Contract for DS1 Services

CONTRACT AVAILABILITY: Effective from November 15, 2007, through December 15, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of DS1 Services purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. A 10% discount will be applied to the 36-months rates for DS1 and monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes.

The customer may add additional DS1 circuits on a 36-month Pricing Plan from November 15, 2007, through February 6, 2010, and a 10% discount will be applied to the 36-month DS1 rates.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing for an additional 36 month term an existing QC MSA agreement that is governed by the tariff.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-003

DESCRIPTION: Contract for Synchronous Service Transport (SST)

CONTRACT AVAILABILITY: Effective from February 6, 2007, through
March 8, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for one Synchronous Service Transport (SST) OC3 Circuit, purchased on a 36-month Pricing Plan. The Central Office (CO) Node and Remote Node will be billed at the discounted monthly recurring rate set forth below. All nonrecurring charges will be waived.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed, as set forth in Sections 7 and 17, preceding.

The discounted monthly rates for the SST OC3 Circuit:

- Monthly Recurring Rates \$2,133.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be extending the term of an existing SST OC3 circuit with one CO node and 1 Remote Node only in the following Oregon wirecenter: Capitol, PTLDOR69.
- The existing SST OC3 circuit must have been in place for three years without any changes to the circuit Nodes during those three years.
- The customer must extend the term for another three years for a total term of six years.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-004**

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from February 23, 2007, through March 25, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes. Nonrecurring charges for will be billed at the respective 36-month rates set forth in Sections 15 and 17, preceding

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$20,000.24

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must upgrade an existing SHNS OC-12 Ring to a SHNS OC-48 Ring.
- The minimum monthly spend must be \$26,000.00 and the revenue over the term of the contract must be greater than \$936,000.00
- The customer's service must be located in the following Arizona wirecenters: Phoenix Main, PHNXAZMA and Mesa, MESAAZMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-005**

DESCRIPTION: Contract for new and existing DS1 Services

CONTRACT AVAILABILITY: Effective from February 23, 2007, through March 25, 2007

CONTRACT EXPIRATION DATE: November 19, 2011

AVAILABLE MSAs: All Phase I and II MSAs identified in Section 23

This contract tariff is for new and existing DS1 Circuits purchased at 60-month Pricing Plan rates in effect as of February 23, 2007. All monthly rate elements for the DS1s will be available for a 10% discount of the 60-month Pricing Plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes. All nonrecurring charges for new DS1s will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

DS1 Circuits may be added at any time under this Agreement. New DS1s added after the effective date of this Agreement will be coterminous with the Contract Expiration Date.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for a 12-month period by notifying the Company in writing of its intent to do so. The customer may extend the Agreement a total of three times under the rates of this initial contract.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be a Federal Government agency.
- Service must be in the Washington, Oregon and Idaho MSAs, excluding the cities of Seattle (for the first 12 months of the contract only) and Boise.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-006**

Description: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

Contract Availability: Effective from March 9, 2007, through April 9, 2007.

Contract Expiration Date: 36-Months

Available MSAs: MSAs identified in Section 23

This contract is for the upgrade of an existing Self-Healing Network Service (SHNS) OC12 Ring to a SHNS OC48 Ring purchased on a 36-month Pricing Plan. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$4,888.80

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading an existing SHNS OC12 Ring to a SHNS OC48 Ring.
- The customer's service must be located in the Cedar Rapids, Iowa MSA CDRRIADT.
- The customer's minimum spend must be greater than \$26,548.80 per month for the entire system including Ports and Central Office Connection Channel. Additionally, the customer must be spending \$65,000.00 per month with the Company as of the effective date of the contract.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 15 and 17, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-007**

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 9, 2007 through April 9, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: Phase II MSAs as identified in Section 23

This contract tariff is for up to 18 new DS3 circuits purchased on a 36-month Pricing Plan. A 35% discount off of the respective pricing plan set forth in Section 17, preceding, will be applied to the monthly recurring charges for a 36-month term plan for DS3 Channel Termination services in the Arizona MSAs of Tempe TEMP AZMA, Phoenix North, PHNXAZNO and Phoenix Main PHNXAZMA. In addition, a 35% discount off of the respective pricing plan set forth in Section 17 will be applied to the monthly recurring charges for a 36-month term plan for DS3 Transport Channel services in the Arizona MSAs of McClintock TEMP AZMC, Phoenix East PHNXAZE A, Phoenix Main PHNXAZMA, Phoenix North PHNXAZNO, Phoenix Northeast PHNXAZNE, Tempe TEMP AZMA, Thunderbird SCDLAZTH, Mesa MESAAZMA, Scottsdale SCDLAZMA and Tucson Main TSCNAZMA. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The following eligibility criteria must be met in order to receive this Contract Offer:

- a. The service must be newly ordered service under a 36-month pricing plan.
- b. The service must be in a MSA and wire center in Arizona set forth above and be eligible for Phase II pricing flexibility.
- c. The service must be available on existing facilities and equipment and not require construction for new facilities.
- d. The customer may not be included in the Qwest Regional Commitment Program for DS3 circuits.
- e. The order completion for services must be within 30 days of the order application date, but when order completion is delayed due to Company reasons, the order completion date will be extended.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-007

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- f. Within 30 days after the effective date of the contract the customer must initially order eight DS3 circuits as replacements for DS3 dedicated transport the Company previously provisioned to the customer as unbundled network elements under the customer's interconnection agreement with Qwest and that are active and connected as of the date of execution of this contract and are to be converted to an alternative service arrangement pursuant to the FCC's order in Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (FCC04-290) ("Converted Circuits").
- g. If the customer complies with f., above then before December 1, 2007, the customer may order up to 10 additional new DS3 circuits with each order for a for a new circuit counting towards the cap of 10 regardless of whether that circuit is disconnected within the first 12 months after the effective date.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-008

DESCRIPTION: Synchronous Service Transport (SST) OC3.

CONTRACT AVAILABILITY: Effective from March 9, 2007, through April 9, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for one Synchronous Service Transport (SST) OC3 circuit purchased on a 36-month Pricing Plan. The SST OC3 will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 36-month rates set forth in Section 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for one SST OC3 Circuit:

- Monthly Recurring Rates \$2,499.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must have had a circuit in place for 60 months and be renewing the contract for another 36 months.
- The customer must add Self-Healing Alternate Route Protection (SHARP) to the circuit during the 36 month term period.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-009

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a GeoMax Service purchased on a 60-month Pricing Plan set forth in Sections 7 and 17 preceding. Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$27,064.70 (I)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a new contract for a GeoMax Service with 3 nodes and 42 interoffice miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-010

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 23, 2007 through April 22, 2007.

CONTRACT EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAs: Phase II MSAs as identified in Section 23

This contract tariff is for up to 18 new DS3 circuits purchased on either a 36-month or 60-month Pricing Plan. A 35% discount off of the respective pricing plan set forth in Section 17, preceding, will be applied to the monthly recurring charges for the applicable 36-month or 60-month term plan for DS3 Channel Termination services in the Arizona MSAs of Tempe TEMP AZMA, Phoenix North, PHNXAZNO and Phoenix Main PHNXAZMA. In addition, a 35% discount off of the respective pricing plan set forth in Section 17 will be applied to the monthly recurring charges for the applicable 36-month or 60-month term plan for DS3 Transport Channel services in the Arizona MSAs of McClintock TEMP AZMC, Phoenix East PHNXAZE A, Phoenix Main PHNXAZMA, Phoenix North PHNXAZNO, Phoenix Northeast PHNXAZNE, Tempe TEMP AZMA, Thunderbird SCDLAZTH, Mesa MESAAZMA, Scottsdale SCDLAZMA and Tucson Main TSCNAZMA. Monthly rates for the entire applicable 36-month or 60-month term plan will be frozen from Company-initiated rate changes.

The following eligibility criteria must be met in order to receive this Contract Offer:

- a. The service must be newly ordered service under a 36-month or 60-month pricing plan.
- b. The service must be in a MSA and wire center in Arizona set forth above and be eligible for Phase II pricing flexibility.
- c. The service must be available on existing facilities and equipment and not require construction for new facilities.
- d. The customer may not be included in the Qwest Regional Commitment Program for DS3 circuits.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-010

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- e. The order completion for services must be within 30 days of the order application date, but when order completion is delayed due to Company reasons, the order completion date will be extended.
- f. Within 30 days after the effective date of the contract the customer must initially order eight DS3 circuits as replacements for DS3 dedicated transport the Company previously provisioned to the customer as unbundled network elements under the customer's interconnection agreement with Qwest and that are active and connected as of the date of execution of this contract and are to be converted to an alternative service arrangement pursuant to the FCC's order in Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (FCC04-290) ("Converted Circuits").
- g. If the customer complies with f., above then before December 1, 2007, the customer may order up to 10 additional new DS3 circuits with each order for a for a new circuit counting towards the cap of 10 regardless of whether that circuit is disconnected within the first 12 months after the effective date.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-011

DESCRIPTION: Contract for GeoMax Service with a Synchronous Service Transport (SST) Overlay

CONTRACT AVAILABILITY: Effective from March 23, 2007, through April 22, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a GeoMax Service with a Synchronous Service Transport (SST) overlay purchased on a 60-month Pricing Plan set forth in Sections 7 and 17, preceding. Eligible customers will receive a 25% discount off of the 60-month Pricing Plan for the initial Geomax nodes, Geomax Transport Channel Mileage, SST nodes and SST Transport Channel mileage charges. A 25% discount will be applied during the 60-month Plan term for the monthly SST nodes and SST Transport Channel mileage charges for each additional SST service added.

Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's service must be located in the Des Moines, Iowa MSA.
- The customer must replace or increase capacity to an existing SHNS System that the customer has had in place for at least five years.
- The customer must have four or more GeoMax nodes.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-011

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The customer's service must always be a combination of GeoMax Service with an SST overlay.
- The SST's must use the GeoMax for some portion of the transport.
- Both the GeoMax Service and SST overlay must be ordered initially within 30 days of the effective date of the contract and under a 60-month Price Plan. The customer may order additional SST's over GeoMax Service under separate 60-month pricing plans

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-012**

DESCRIPTION: Contract for Synchronous Service Transport (SST) Service

CONTRACT AVAILABILITY: Effective from March 23, 2007, through April 22, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of SST OC48 Service purchased on a 60-month Pricing Plan. A 20% discount will be applied to the 60-month SST OC48 Nodes and Mileage plan rates set forth in Sections 7 and 17, preceding. This discount applies only to a single order for the service and all other rate elements, additions and changes of service will be billed at the respective 60-month Pricing Plan Rates. Recurring charges for the Nodes and Mileage will be frozen from Company-initiated rate changes for the entire 60-month term. Nonrecurring charges for additions and changes of service will be billed at the respective 60-month Plan rates set forth in Sections 7 and 17.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have had a minimum annual spend of \$90,000,000.00 with the Company in 2006.
- The customer must be renewing an existing SST OC48 that has been in place for a minimum of 4 years and have term expiring within 30 days of the effective date of this contract.
- The customer's SST OC48 service must be in Idaho.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-013

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from April 13, 2007, through May 13, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$19,875.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a new 36 month term agreement for the same location and the service must have been in place since 2004.
- All three node locations must be located in the Utah MSAs of Salt Lake City Main SLKUTMA, Murray MRRYUTMA and Cottonwood CTWDUTMA.
- The customer must have a minimum spend of \$715,500.00 over the term of the agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-014**

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from April 13, 2007, through May 13, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. The SHNS Hub Node will be available at the discounted monthly rate below. The Hub Node monthly rate will be frozen from Company initiated rate changes for the entire 36-months. The other SHNS rate elements will be billed at the respective 36-month rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Rate for the SHNS OC48 Hub Node:

- Discounted Monthly Recurring Rates \$4,888.80

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading a SHNS OC12 Ring to a SHNS OC48 Ring located in the Cedar Rapids, Iowa MSA, CDRRIADT.
- The customer must have an estimated spend of \$26,548.80 per month for the total SHNS Ring, including ports and Central Office Connecting Channel (COCC).
- At the effective date of the Agreement the customer must have a minimum spend of \$65,000.00 per month with the Company.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-015

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from April 13, 2007, through May 13, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 60-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 60-months will be frozen from Company initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 15 and 17, preceding, except for the nonrecurring charges for the DS1 Rollover which will be waived.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$45,168.00

The total monthly recurring charges and nonrecurring charges for this Agreement include 7 nodes. After a site visit the Company will provide an estimate of any Special Construction charges required to provide an alternate path. If the customer determines the cost for the alternate path is cost prohibitive then the customer may either 1) remove two sites from the Agreement and receive a corresponding price adjustment or 2) retain all sites in the Agreement with the understanding that the primary path and alternate path are not physically separated by 25 feet at the sites. If the customer selects option 2, preceding, the customer releases and discharges the Company from all liabilities and claims whatsoever arising out of this lack of 25 feet of separation between the primary path and the alternate path.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-015 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must maintain a SHNS Ring of at least 5 nodes with DS1 Drop Capability.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-016

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from April 13, 2007, through May 13, 2007.

CONTRACT EXPIRATION DATE: 24-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the renewal of a Self-Healing Network Service (SHNS) OC192 Ring purchased on a 24-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 24-months will be frozen from Company initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$57,920.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing for an additional 24 months an existing 36-month SHNS OC192 contract that originally replaced a SHNS OC12, two OC48 and 15 DS3 Ports with 35 interoffice Miles

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-017

DESCRIPTION: Contract for Synchronous Service Transport (SST) Service, DS1 and DS3 Service

CONTRACT AVAILABILITY: Effective from April 27, 2007, through May 27, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of Synchronous Service Transport OC3, DS1, and DS3 Services purchased on a 36-month Pricing Plan. The SST OC3 Central Office Node and Mileage will be billed at the discounted monthly recurring rates set forth below. All other rate elements will be billed at the 36-month Pricing Plan rates set forth in Sections 7 and 17, preceding. The monthly recurring rates for the entire 36-months will be frozen from Company initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The discounted monthly rates for the SST OC3 Central Office Node and Mileage:

- Monthly Recurring Rates \$4,900.10

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a Master Service Agreement (MSA) with the Company for a 36 month term. The MSA will include ISDN Single Line Service, Business Access Lines (with a minimum of 1,000 lines), ISDN PRI Services and Private Line Circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) of 100% of the monthly recurring charges for the minimum service period of 12 months will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-018

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) Rings

CONTRACT AVAILABILITY: Effective from April 27, 2007, through May 27, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two Self-Healing Network Service (SHNS) rings with an OC48 Bandwidth, purchased on a 60-month Pricing Plan. The monthly recurring charges for nodes and interoffice transport mileage will be available at 50% less than the rates set forth in Sections 15 and 17, preceding, for the Tucson, Arizona SHNS ring and 35% less than the rates set forth in Sections 15 and 17, for the Albuquerque, New Mexico SHNS ring. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All other rate elements will be billed at the applicable rates set forth in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- One of the customer's SHNS rings must be in the wirecenters eligible for pricing flexibility in the Tucson, Arizona MSA while the customer's second SHNS ring must be in the wirecenters eligible for pricing flexibility in the Albuquerque, New Mexico MSA.
- Both of the customer's SHNS rings must be renewals of existing Company provided SHNS OC48 rings.
- Each of the customer's SHNS rings must be renewed under a new 60-month Pricing Plan on the expiration date of the existing SHNS ring term.
- The customer's orders for the SHNS rings must be submitted as related orders.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-018

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The customer must have had spent annual revenue of \$25,000,000.00 with the Company in the past 12 months, as verified through Company reporting methods.
- Each of the customer's SHNS rings must have three or more nodes.
- The customer's Tucson SHNS ring must have mileage over 20 miles.
- The customer's Albuquerque SHNS ring must have mileage of at least 15 miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-019

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from May 18, 2007, through June 17, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan. Monthly rates for the entire 60-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Rate for the SHNS OC12 Ring:

- Discounted Monthly Recurring Rates \$16,876.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- Upon execution of this agreement, the customer must have had an existing SHNS OC3 agreement that has completed an original term of not less than five years with an additional 24 months renewal.
- The customer's service must be located in the following Arizona wirecenters: Greenway, PHNXAZGR and Phoenix Main, PHNXAZMA.
- The service configuration must consist of four nodes, comprised of two hub nodes and two access nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-020

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from May 18, 2007, through June 17, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes and all non-recurring charges will be waived.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$15,543.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be billing \$45,000.00 or more per month in Company services.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-021

DESCRIPTION: GeoMax Service with an Overlay of Synchronous Service Transport (SST) OC3.

CONTRACT AVAILABILITY: Effective from May 18, 2007, through June 17, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one SST over GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for one SST over GeoMax Service.

- Monthly Recurring Rates \$36,482.40

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must purchase a GeoMax service with 3 nodes in Pricing Flexibility eligible areas, with sixteen (16) interoffice miles and ten (10) ports.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-022

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from May 25, 2007, through June 24, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan. The SHNS Access and Hub Nodes will be available at the discounted monthly rate below and will be frozen from Company initiated rate changes for the entire 60-months. The other SHNS rate elements will be billed at the respective 60-month rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Rate for the SHNS OC12 Ring:

- Discounted Monthly Recurring Rates \$13,687.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must install a new three (3) node ring.
- The customer's service must be in the following Iowa wirecenters: Iowa City, IWCYIATC and Cedar Rapids, CDRRIADT.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-023**

DESCRIPTION: Contract for Synchronous Service Transport (SST), DS1 and DS3 Service

CONTRACT AVAILABILITY: Effective from May 25, 2007, through June 24, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of Synchronous Service Transport OC3, DS1, and DS3 Services purchased on a 36-month Pricing Plan. The SST Central Office Nodes and Remote Nodes along with the SST OC3, DS1 and DS3 Channel Terminations and Transport Channels Mileage will be billed at discounted monthly recurring rates. These discounted rates will be frozen from Company initiated rate changes for the entire 36-month term. All other monthly rate elements and nonrecurring charges will be billed at the 36-month Pricing Plan rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The rates for the SST OC3, DS1 and DS3 Services:

- Monthly Recurring Rates \$34,823.82

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing seven (7) DS1 Intrastate circuits for another 24 months under rates tariffed in the state of Washington.
- The customer must be renewing thirty-two (32) DS1 Intrastate circuits for another 36 months under rates tariffed in the state of Washington.
- The customer must be renewing sixty-six (66) Interstate DS1 circuits in Washington and Oregon.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-023

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The customer must be renewing three (3) Interstate SST OC3 circuits in Washington and Oregon and adding one (1) new SST OC3 circuit in Oregon.
- The Interstate circuits must be Price Flex Eligible.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-024

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from May 25, 2007, through June 24, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two GeoMax Services purchased on a 60-month Pricing Plan at the discounted rates set forth below. Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$21,200.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an existing GeoMax Service in an amount equal to or greater than \$25,000.00 per month.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-025

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from May 25, 2007, through June 24, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS OC12 Ring shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the 36-month rates as set forth in Sections 7, 15 and/or Section 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$18,454.40

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must acknowledge and sign a renewal agreement for a 36-month term for a SHNS Ring.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-026**

DESCRIPTION: Contract for the Renewal of a Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of an existing Self-Healing Network Service (SHNS) OC192 Ring purchased on a 60-month Pricing Plan. This contract will apply a 45% discount to the existing SHNS OC192 Nodes and Mileage monthly rates. All other rate elements and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 15 or 17, preceding. All monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The customer will receive an additional one time credit of \$366,376.00 off the current rates to compensate for interim service purchased at Section 15 and 17 monthly rates prior to the implementation of this contract.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have over \$5 million in monthly revenue with the Company.
- The SHNS OC192 Ring being renewed must be located in the Seattle-Bellevue-Everett, Washington MSA wire centers.
- The existing SHNS OC192 must have completed a 60-month pricing plan no more than 120 days before the effective date of this tariff.

The above mentioned discount will only apply to the single renewal order associated with this contract number and will not apply to additional orders for the same service in the same or other locations.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-027

DESCRIPTION: Contract for Four New Synchronous Service Transport (SST) OC12 Circuits with Self-Healing Alternate Routing Protection (SHARP) and the Renewal of One Self-Healing Network Service OC12 Ring

CONTRACT AVAILABILITY: Effective from June 28, 2007, through July 28, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for four new Synchronous Service Transport (SST) OC12 Circuits with Self-Healing Alternate Routing Protection (SHARP) and the renewal of one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Discounted monthly rates for these services are set forth below and all other monthly rates and all nonrecurring charges will be billed at the 36-month rates as set forth in Sections 7, 15, or Section 17, preceding. Monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Exception: SST and SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding.

Discounted Monthly rates for specified Nodes on the four SST OC12 Circuits:

- Monthly Recurring Rates \$18,550.40

Discounted Monthly rates for the SHNS OC12 Ring Nodes and Mileage:

- Monthly Recurring Rates \$17,792.72

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-027 (Cont'd)

The following terms and conditions must be met in order to receive this Contract Offer:

- The customer must commit to purchasing equal to or greater than \$100,000 per month in Contributory Services over a 36-month pricing period. Contributory Services include SST with SHARP (Self-Healing Alternate Routing Protection, SHNS, DS1s, DS3s, ISDN PRS, DSS, UAS, Flat Business Lines, QCB, QCB Plus, QCB AAL, QCB Prime and QLVA.
- The contributory charges will be measured at the end of each monthly period and for each month the customer fails to meet the revenue commitment the Company may assess a "Shortfall Charge" equal to the difference between the Revenue Commitment and the Contributory Charges for the applicable month.
- The customer may terminate this contract after completing 24-months of the 36-month contract provided they have:
 - Given the Company 30 calendar-days prior written notice.
 - Made payments to the Company a minimum of \$3,600,000 in billable revenue for the Contributory Services mentioned above.
- Upon expiration or termination of the initial term this contract will be extended on a month to month basis, provided that during such extension:
 - The rates provided under this contract will only apply during the remainder of any minimum service period.
 - The current month to month rates will apply immediately or after the completion of any minimum service period, if appropriate.
 - The Revenue Commitment defined earlier will not apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-028

DESCRIPTION: Contract for a New Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new Self-Healing Network Service (SHNS) OC192 Ring purchased on a 60-month Pricing Plan. This contract will apply a 54% discount to the monthly rate for five SHNS OC192 Nodes and 45% discount to the SHNS OC192 Mileage monthly rates. All other rate elements and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 15 or 17, preceding. All monthly rates will be frozen from Company-initiated rate changes for the entire 60-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have over \$5 million in monthly revenue with the Company.
- The SHNS OC192 Ring must be located in the Seattle-Bellevue-Everett, Washington MSA wire centers.
- The SHNS OC192 Ring must have a total of five SHNS OC192 Nodes comprised of two Hub Nodes and three Access Nodes
- The SHNS OC192 must have a minimum of 73 Interoffice Transport Miles.
- The SHNS OC192 must be ordered within 30 days of July 28, 2007.

The above mentioned discount will only apply to the single order associated with this contract number and will not apply to additional orders for the same service in the same or other locations. Other promotions and discounts will not apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-029**

DESCRIPTION: Pricing Plan Extension of Two Synchronous Service Transport (SST) OC48 Systems

CONTRACT AVAILABILITY: Effective from June 28, 2007, through July 28, 2007.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract extends two Synchronous Service Transport (SST) OC48 Systems originally purchased on a 60-month Pricing Plan at the same rate for an additional 12 months. All monthly rates will be frozen from Company-initiated rate changes for the additional 12-months.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST OC48 systems must be located in the Portland – Vancouver, Oregon MSA wire centers.
- The existing Pricing Plan for both SST OC48 systems must be extended for 12-months.
- Both SST OC48 systems must be Company provided to the customer for at least 60-months.
- The SHNS OC192 must be ordered within 30 days of July 28, 2007.

The above mentioned discount will only apply to the extensions for two SST systems and will not apply to additional orders for the same service in the same or other locations. Other promotions and discounts will not apply. TLA will not apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-030

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a new GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$81,615.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have a minimum spend of \$81,000.00 per month.
- The customer must also have a minimum spend of \$2,916,000.00 over the term of the agreement.
- Customer's service must be located in the Tucson, Arizona MSA; Southeast TCSNAZSE and Benson, AZ; BNSNAZMA

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-031

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$101,338.01

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have premise nodes in the Denver-Boulder, Colorado MSAs of Denver Main DNVRCOMA, Curtis Park DNVRCOCP and Aurora AURRCOMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-032

DESCRIPTION: Contract for Synchronous Service Transport Service (SST) OC3

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one Synchronous Service Transport Service (SST) OC3 circuit purchased on a 12-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 12-month term will be frozen from Company-initiated rate changes and all nonrecurring charges will be waived.

Discounted Monthly Rates for SST Service:

- Monthly Recurring Rates \$5,018.75

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must renew an existing OC3 SST circuit that has been in place for 12 months. The renewing OC3 SST circuit must have replaced an existing DS3 Private Line with an OC3 SST Private Line. All facilities must be in place including Self Healing Alternate Route Protection (SHARP). The OC3 SST circuit must not include interoffice mileage.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-033

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from July 17, 2007, through August 16, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one GeoMax Service purchased on a 60-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$28,000.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a new 60 month agreement in the same location and have had service in place since 2005.
- The customer must have all three node locations at the following Minneapolis-St. Paul, Minnesota MSA's: MPLSMN07 and EAGNMNLB.
- The customer must have a minimum spend of \$1,680,000.00 over the term of the agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-034

DESCRIPTION: Contract for DS3 Service

CONTRACT AVAILABILITY: Effective from August 9, 2007, through September 8, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for six DS3 circuits purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

The discounted monthly rates for the DS3 circuits:

- Monthly Recurring Rates \$12,894.56

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be an existing Qwest customer and be ordering new DS3 Service in the following Minnesota MSAs: Minneapolis, MPLSMNDT and Market, STPLMNMK.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-035

DESCRIPTION: Renewal of a Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from August 9, 2007, through September 8, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC192 Ring, purchased on a 60-month Pricing Plan. The monthly recurring nodes and interoffice transport mileage charges will be available at 45% less than the 60-month term plan rates set forth in Sections 15 and 17, preceding. Discounted monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All other monthly rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must have had a minimum annual spend of \$18,000,000.00 with the Company in the past 12 months as verified by Company reporting methods.
- The customer's service must be in the Colorado Springs, Colorado MSAs eligible for pricing flexibility.
- The customer must be upgrading an existing Qwest provided SST OC24 Self Healing Network.
- The SHNS OC192 Ring must be purchased on a 60-month Pricing Plan.
- The SHNS OC192 Ring must have three or more nodes and have 10 or more interoffice transport miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-036

DESCRIPTION: Contract for DS1 Service

CONTRACT AVAILABILITY: Effective from September 1, 2007, through October 1, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for DS1 Service purchased on a 60-month Pricing Plan. The service will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Termination Liability and Waiver Charges (TLA), as set forth in Section 7, preceding, will be waived for the entire 60-month term if the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan.

The following eligibility criterion must be met in order to receive this contract offer.

- The customer must be Federal Government.
- Service must be located in the Colorado Springs East, Colorado MSA CLSPCOEA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-037

DESCRIPTION: Renewal of a Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from September 1, 2007, through October 1, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC192 Ring, purchased on a 60-month Pricing Plan. The monthly recurring nodes and interoffice transport mileage charges will be available at a 50% discount on the 60-month term plan rates set forth in Sections 15 and 17, preceding. Monthly rates for the nodes and interoffice mileage charges for the entire 60-months will be frozen from Company-initiated rate changes.

The SHNS ports will be available at a 20% discount on the month-to-month rates set forth in Sections 15 and 17, preceding, for all ports added to the service and installed during the Plan Term and to existing SHNS ports. SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen).

All other rate elements and nonrecurring charges will be billed at the applicable rates set forth in Sections 15 and 17, preceding.

After the customer orders the service under this contract, Qwest will provide the customer a one-time credit of \$91,120.00 applied against the service charges.

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must have had annual revenue of \$25,000,000.00 with the Company in the past 12 months as verified by Company reporting methods.
- The customer's service must be in the Phoenix, Arizona MSA eligible for pricing flexibility.
- The service must be a renewal of an existing SHNS OC192 Ring under a 60-month Pricing Plan on the expiration date of the SHNS Ring's existing term.
- The SHNS OC192 Ring must have five or more nodes and have over 60 interoffice transport miles.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-037 (Cont'd)

In connection with this contract the SHNS Ring will be reconfigured resulting in the removal of two existing nodes and the installation of two new nodes. Termination Liability and Waiver Charges (TLA) as set forth in Sections 15, preceding, will not apply to the removal of the existing nodes as long as the orders for the removal and installation are submitted on the same day. TLA will apply for subsequent disconnections of the entire service or a portion of the service if disconnected prior to the expiration of the fixed period service rate plan.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-038

DESCRIPTION: Broadband Discount on New Synchronous Service Transport (SST) Service, Self-Healing Network Service (SHNS) and GeoMax

CONTRACT AVAILABILITY: Effective from September 11, 2007 through March 11, 2008

CONTRACT
EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff offers a promotional Broadband Discount on new Synchronous Service Transport (SST) Service, Self-Healing Network Service (SHNS) and GeoMax purchased on a 36-month or 60-month Pricing Plan. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes. This promotion may not be combined with any other discount offerings.

Exception: SST and SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). These rate elements will be billed the current month-to-month port rates, as set forth in Sections 7, 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be a new SST, SHNS or GeoMax circuit(s) ordered under either a 36 month or 60 month fixed period price plan.
- The new SST, SHNS or GeoMax circuit(s) must be located in one of the following MSAs: Phoenix-Mesa, Arizona; Denver-Boulder, Colorado; Minneapolis-St. Paul, Minnesota or Seattle-Bellevue-Everett, Washington.
- Customer must submit a signed Contract on or before March 11, 2008 and have service installed within 120 days of the order application date or by July 11th, 2008, whichever is sooner, in order to qualify for this promotion. When order completion is delayed due to Qwest reasons, the order completion date will be extended.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-038 (Cont'd)

Discounts will be applied as follows:

SERVICE/ELIGIBLE RATE ELEMENTS	TERM/DISCOUNT/PHASE I OR II ELIGIBILITY	
	36-MONTH	60-MONTH
GeoMax: Nodes, OC12, OC48 & OC192 Ports, Gigabit Ethernet Ports, 10G LAN PHY Ports 10G WAN PHY Ports	35% Phase I & II	45% Phase I & II
GeoMax: Mileage Only	35% Phase II Only	45% Phase II Only
OC192: SST Nodes, SHNS Nodes	35% Phase I & II	45% Phase I & II
OC192: SST & SHNS Mileage,	35% Phase II Only	45% Phase II Only
OC48: SST Nodes, SHNS Nodes	30% Phase I & II	40% Phase I & II
OC48: SST & SHNS Mileage,	30% Phase II Only	40% Phase II Only
OC12: SST Nodes, SHNS Nodes	20% Phase I & II	30% Phase I & II
OC12: SST & SHNS Mileage,	20% Phase II Only	30% Phase II Only

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan, then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-039

DESCRIPTION: Contract for a New Self-Healing Network Service (SHNS) OC192 Rings

CONTRACT AVAILABILITY: Effective from September 11, 2007, through October 11, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two Self-Healing Network Service (SHNS) OC192 Rings purchased on a 60-month Pricing Plan. A 50% discount will be applied to the monthly rate for the SHNS OC192 Nodes. All other rate elements will be billed at the 60-month rates set forth in Sections 15 or 17, preceding. The monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charges for any additions or changes will be billed at the 60-month rates set forth in Sections 15 or 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an annual spend of \$20,000,000.00 or more with the Company.
- One SHNS OC192 Ring must be located in a Denver, Colorado MSA wire center eligible for pricing flexibility.
- One SHNS OC192 Ring must be located in a Phoenix, Arizona MSA wire center eligible for pricing flexibility.
- Each SHNS Ring must be an upgrade from two existing Company provided OC-48 SHNS Rings.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-039**

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- Each SHNS OC192 Ring must be ordered under new 60-month fixed price plan.
- The order for the SHNS OC192 Ring located in the Phoenix, Arizona MSA wirecenter must be submitted before the expiration of the existing terms of the two SHNS OC48 Rings being replaced.
- The order for the SHNS Ring located in the Denver, Colorado MSA wirecenter must be submitted within six months after the effective date of this contract and as an order related to the SHNS OC192 located in the Phoenix, Arizona MSA wirecenter.

The above mentioned discount will only apply to the orders for the two SHNS OC192 Rings associated with this contract number and will not apply to additional orders for the same service in the same or other locations. Other promotions and discounts will not apply.

In connection with this contract, 50% of the Termination Liability and Waiver Charges (TLA) set forth in Sections 15, preceding, for the two SHNS OC48 Rings being replaced in the Denver, Colorado MSA wirecenter will not apply if the Denver SHNS OC192 Ring is installed before the completion of the minimum service period for those SHNS OC48 Rings. The customer must otherwise comply with the Termination Liability Waiver Policy terms in Section 15, preceding, for the SHNS OC48 Rings being replaced in the months after those Rings' minimum service periods.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-040**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48 Rings

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of two Self-Healing Network Service (SHNS) OC48 Rings purchased on a 36-month Pricing Plan. A 40% discount will be applied to the monthly recurring charges for three access nodes and two hub nodes and mileage. The monthly recurring rates will be frozen from Company initiated rate changes for the entire 36-month term. The other SHNS rate elements and nonrecurring charges will be billed at the respective 36-month rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have one SHNS Ring in a Denver, Colorado MSA wire center eligible for pricing flexibility and one SHNS Ring in a Seattle, Washington MSA wire center eligible for pricing flexibility.
- A SHNS Ring ordered under this contract must be a renewal of an existing Company provided SHNS OC48 Ring.
- A SHNS Ring ordered under this contract must be renewed on a 36-month Pricing Plan on the expiration date of that SHNS Ring's existing term. The customer is not required to renew both SHNS Rings but, if one of the SHNS Rings specified in this contract is not renewed the discounts in this contract will not apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT No. 07-040 (Cont'd)

The above mentioned discount will only apply to the orders for the two SHNS OC48 Rings associated with this contract number and will not apply to additional orders for the same service in the same or other locations. Other promotions and discounts will not apply.

The customer may discontinue two access nodes on the Denver, Colorado SHNS Ring and one access node on the Seattle, Washington SHNS Ring at its convenience before the end of the applicable Plan Term without being assessed Termination Liability Charges, as set forth in Section 15, preceding, on those nodes and the related discontinued mileage.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-041**

DESCRIPTION: Contract for DS0, DS1, DS3, Digital Data Service (DDS), Sonet, Synchronous Service Transport (SST), Self Healing Network Service (SHNS), GeoMax, Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT
EFFECTIVE DATE: September 22, 2007

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for DS0, DS1, DS3, DDS, Managed Bandwidth Sonet and Sonet Ring Services, SST, SHNS, GeoMax, MOE, and the multiplexing and Self Healing Alternate Route Protection services that are a part of these services purchased under a 12-month term Pricing Plan. Discounted monthly rates for these services are set forth following.

The following terms and conditions must be met in order to receive this Contract Offer:

- As of the effective date of this contract the customer must have at least a minimum count of 3,750 DS1 circuits and 150 DS3 circuits.
- As of the effective date of this contract the customer must not exceed the maximum count of 5,250 DS1 circuits and 175 DS3 circuits.
- The customer's DS1 and DS3 services must be under the Company's Regional Commitment Program.
- The customer's must commit to purchasing a minimum spend of \$13,723,512.00 of Contributory Services. Contributory Services include: analog private line, DS0, DS1, DS3, Digital Data Service (DDS), Managed Bandwidth Sonet Service, Sonet Ring Service (SRS), Synchronous Service Transport (SST), Self Healing Network Service (SHNS), GeoMax, Metro Optical Ethernet (MOE) and the multiplexing and Self Healing Alternate Route Protection Services that are part of those services.
- If the customer fails to meet its minimum spend, the Company will not provide an Annual Incentive for the term.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-041 (Cont'd)

ANNUAL INCENTIVE:

The customer is eligible for the Annual Incentive only if the customer exceeds the \$13,723,512.00 minimum spend for the term. Contributory Charges exceeding a maximum spend of \$16,468,215.00 are not eligible for the Annual Incentive.

The formula for the discount available under this contract is: Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive percentage.

The Annual Incentive will apply as follows:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT END OF TERM	ANNUAL INCENTIVE PERCENTAGE
From \$13,723,512.00 to \$14,409,688.00	5%
From 14,409,689.00 to 15,095,863.00	10%
From 15,095,864.00 to 15,782,039.00	15%
From 15,782,040.00 to 16,468,215.00	20%

The Annual Incentive is applied against Recipient Services which are those Contributory Charges generated during the term that are eligible for pricing flexibility in Phase I and II MSAs and wirecenters . The credits are applied only if the customer has no Contributory Charges, shortfall charges and/or termination charges in arrears.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-042

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 60-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes for the length of term. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$55,137.00

The customer will also receive two credits, each credit equal to the spend on contractual Price Flex elements. One credit will be given in the third month and one in the sixth month. If the customer cancels this agreement without cause prior to the conclusion of the term the customer agrees to pay back all credits issued.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must purchase a new GeoMax Service with a Synchronous Transport Service (SST) overlay served out of the Davenport, Iowa MSA DVNPIADT. This GeoMax Service must be purchased on a 60-month term.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-042 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: January 12, 2008

AMENDMENT
AVAILABILITY: Effective from January 12, 2008, through February 12, 2008.

This Contract Tariff Amendment is for GeoMax Service purchased under the original contract tariff at the discounted 60-month Pricing Plan rates below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding.

The new service is coterminous with the existing contract service and will terminate at the same time. The new service is subject to all other terms and conditions not expressly addressed in this Amendment. Service components cannot be added during the last 12 months of the Agreement.

Discounted Monthly Rates for the new GeoMax Service.

- Monthly Recurring Rates \$6,860.00

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-043

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one 1000 megabit Metro Optical Ethernet (MOE) Port working with a 1,000 megabit bandwidth profile purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rates for MOE:

- Monthly Recurring Rates \$5,931.00

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-044

DESCRIPTION: Contract for Synchronous Service Transport (SST) Service OC3 and OC12 and DS1 Services

CONTRACT AVAILABILITY: Effective from October 19, 2007, through November 18, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Synchronous Service Transport (SST) OC12, two SST OC3 circuits and seventy DS1 circuits purchased on a 36-month Master Service Agreement. The SST OC3 and OC12 Service will be billed at the discounted monthly recurring charges listed below. The DS1 circuits will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding. Nonrecurring charges will also be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). These rate elements will be billed the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted monthly rates for two SST OC3 circuits:

- Monthly Recurring Rates \$9,190.20

Discounted Monthly rates for one SST OC12 circuits:

- Monthly Recurring Rates \$4,923.01

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must maintain a 36-month Master Service Agreement with a minimum annual spend of \$1,500,000.00 on Company services.
- The customer's Master Service Agreement must include Analog Private Line, DS1, SST OC3 and OC12 services, ISDN Digital Switched Service and Basic Exchange circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-045**

DESCRIPTION: Contract for Converting an Existing Intrastate Self-Healing Network Service (SHNS) OC3 Circuit to an Interstate Circuit

CONTRACT AVAILABILITY: Effective from October 26, 2007, through November 26, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for converting one intrastate Self-Healing Network Service (SHNS) OC3 circuit to an interstate circuit. All Nodes and Interoffice Mileage will receive a discount on the 36-month recurring rates as set forth below. All other rate elements will be billed at the 36-month rates set forth in Sections 15 and 17, preceding. Nonrecurring Charges will not apply since the circuit is exists. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 15 and 17, preceding.

Discounted Rates for the Nodes and Interoffice Mileage for the SHNS OC3:

- Monthly Recurring Rates \$7,350.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must commit to a minimum monthly spend of \$40,000.00, which includes this SHNS OC3 circuit and the following intrastate contributory services: 40 ISDN-PRI and/or DSS spans and 1,000 Business Lines.
- The SHNS OC3 circuit must be an existing intrastate circuit converting to a SHNS OC3 interstate circuit.
- The SHNS circuit must be located in the Phoenix-Mesa, Arizona MSA: Phoenix Main PHNXAZMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-046

DESCRIPTION: Contract for Four Existing DS3 Frame Relay Circuits with DS3 Ports and New DS3 Frame Relay Circuits with DS3 Ports

CONTRACT AVAILABILITY: Effective from October 26, 2007, through February 29, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for four existing DS3 Frame Relay Circuits with DS3 Ports and any new DS3 Frame Relay Circuit with DS3 Ports added during the term of this contract. Each of the Permanent Virtual Connections (PVCs) Committed Information Rate (CIRs) that are associated with the aforementioned Frame Relay Circuits may be no greater than 22.6 Mbps and subscribe to an aggregated 400% or less oversubscription on said port based on analysis of the customers applications and current traffic utilization. The monthly recurring charges and nonrecurring charges will be billed at the respective 60-month rates set forth in Section 8, preceding.

The following eligibility criterion must be met in order to receive this Contract Offer:

- Must be a Government customer.
- Must be Frame Relay Service located in the following Denver-Boulder, Colorado MSAs: Boulder BLDRCOMA, Drycreek DNVRCODC and Denver Main DNVRCOMA, where facilities are available.
- Must have four existing DS3 Frame Relay Circuits with DS3 Ports.
- The CIR on PVCs can not exceed 22.6 Mbps. Should the customer's traffic patterns change and result in any increased utilization or increased traffic, any approved aggregated 400% oversubscription will no longer apply and a decreased oversubscription percent and/or reduced CIR values will need to be negotiated.

The aforementioned mentioned 60-month terms that expire after February 29, 2008, will not be extended or allowed to revert to month to month rates.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-047

DESCRIPTION: Contract for Renewal of a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from November 15, 2007, through December 15, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS OC48 Ring shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$22,740.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The existing SHNS OC48 network nodes must have been installed for at least 36 months prior to the execution of the Agreement.
- The SHNS OC48 Ring must be located in the Broomfield, Colorado MSA BRFDcoma and the Denver Main, Colorado MSA DNVRcoma wire centers.
- The SHNS OC48 Ring must remain installed for a Minimum Service Period of twelve months.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-047 (Cont'd)

When the entire service or a portion of the service is disconnected prior to the expiration of the Minimum Service Period the customer will pay Termination Liability and Waiver Charges (TLA) of 100% of the monthly recurring charge multiplied by the number of months remaining in the Minimum Service Period, plus 50% of the monthly recurring charges multiplied by the number of months remaining in the Term after the Minimum Service Period.

If the entire service or a portion of the service is disconnected after the Minimum Service Period the customer will pay TLA for the affected service of 50% of the monthly recurring charges multiplied by the number of months remaining in the Term.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-048

DESCRIPTION: Contract for Three New ATM Circuits

CONTRACT AVAILABILITY: Effective from November 15, 2007, through December 15, 2007.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for three ATM circuits purchased on a 12-month Pricing Plan. Monthly rates for the ATM circuits shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 12-months. The nonrecurring charges will be billed at the 12-month rates as set forth in Section 8, preceding.

Discounted monthly rates for the three ATM circuits:

- Monthly Recurring Rates \$4,166.94

The following eligibility criteria must be met in order to receive this Contract Offer:

- The three ATM circuits must be located in the Salt Lake City - Ogden, Utah MSA wire centers.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-049

DESCRIPTION: Contract for Synchronous Service Transport Service (SST) OC192

CONTRACT AVAILABILITY: Effective from November 15, 2007, through December 15, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of five Synchronous Service Transport (SST) OC192 circuits purchased on a 36-month Pricing Plan at the rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for SST Service:

- Monthly Recurring Rates \$37,500.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's SST OC192 circuits must be located in the Minneapolis – St. Paul, Minnesota MSA wirecenters of Fernbrook, PLMOMNFE, Lexington, EAGNMNLB, Market, STPLNMNK and Minneapolis MPLSMNDT, also the St. Cloud, Minnesota MSA wirecenter of Elk River, EKRVMNER.
- The customer must have had the SST OC192 circuits for a minimum of eighteen months.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-050

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from December 1, 2007, through January 1, 2008.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two Metro Optical Ethernet (MOE) circuits purchased on a 60-month Pricing Plan at the terms set forth in Section 8, preceding. Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Section 8, preceding.

Discounted Monthly Rates for MOE Service:

- Monthly Recurring Rates \$1,586.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must order at least two circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-051

DESCRIPTION: Contract for Metro Optical Ethernet (MOE) Port

CONTRACT AVAILABILITY: Effective from December 1, 2007, through January 1, 2008.

CONTRACT
EXPIRATION DATE: One-Month

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one 20 Bandwidth Profile, 1,000 Mbps Metro Optical Ethernet (MOE) Port purchased for one month at a monthly recurring and nonrecurring rate, as set forth in Section 8, preceding. This new 20 Bandwidth Profile, 1,000 Mbps Metro Optical Ethernet (MOE) Port will not be ordered on a new fixed period service rate plan or be coterminous with other existing MOE Ports of the customers.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an existing 36-month contract for 3 MOE Ports established within the four months prior to December 1, 2007.
- The customer must have an existing 36-month contract for Company provided ISDN PRS Service.
- This MOE Bandwidth Profile Port must use existing facilities.

Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will not apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-052

DESCRIPTION: Contract for DS1 Private Line Services

CONTRACT AVAILABILITY: Effective from December 1, 2007, through January 1, 2008.

CONTRACT
EFFECTIVE DATE: December 1, 2007

CONTRACT
EXPIRATION DATE: September 30, 2008

AVAILABLE MSAS: MSAs identified in Section 23

A. This Contract Tariff provides a Term incentive associated with the customer's aggregated revenue commitment for Private Line Services purchased under the DS1/DS3 Regional Commitment Program (RCP).

B. Contract Term

This contract shall commence on the first day of the calendar month following effective date of this contract Tariff and shall continue until September 30, 2008. As of the effective date of this tariff, the customer must have at least 37,000, but no more than 39,000, DS1 Channel Terminations (CTs), contributory service, activated.

Contributory Services are those DS1 CTs billed the current month-to-month rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding. The discounts provided under this contract may not be combined with any other promotion, discount revenue commitment plan or contract tariff offering. However, the discounts the customer may receive under their RCP in effect on December 1, 2007 will continue to apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-052 (Cont'd)

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum CT requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Spend. If the customer ordered Contributory Service prior to the effective date of this contract, only those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Spend.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide a Term Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

D. Term Incentive and CT Requirements

1. During the term of this contract, the customer is eligible to receive a Term Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 6, following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum CT Requirements and exceeding the Term Minimum Spend.
3. The Term Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase I or II MSA, during the term of this contract. The Term Incentive is only credited to customers with no monthly charges in arrears.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-052

D. Term Incentive and CT Requirements (Cont'd)

4. The Term Incentive is calculated using the incremental Contributory Charges that exceeds the Minimum Spend. Revenue exceeding the Maximum Contributory Spend amount is not eligible for a Term Incentive.

The formula for the dollar discount available under this contract is: Term Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Term Incentive Percentage.

For example, at the end of the term, the customer exceeds the Term Minimum Spend but does not exceed the Term Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$83,000,000.00. The Minimum Contributory Charge of \$69,407,265.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$13,592,735.00. Using the information provided in 6, following, the associated incentive percentage for this example is 29.10%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, the Term Incentive equals \$3,955,485.89.

$$(\$83,000,000.00 - \$69,407,265.00) \times 29.10\% = \$3,955,485.89$$

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-052****D. Term Incentive and CT Requirements (Cont'd)**

5. Minimum and Maximum DS1 CT Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	37,000	39,000

6. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$69,407,265.00	\$86,065,008.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$69,407,265.00 - \$73,571,700.00	16.60%
73,571,701.00 - 77,736,136.00	20.80%
77,736,137.00 - 81,900,572.00	25.00%
81,900,573.00 - 86,065,008.00	29.10%

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-053

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from December 14, 2007, through January 13, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Metro Optical Ethernet (MOE) circuit purchased on a 36-month Pricing Plan at the terms set forth in Section 8, preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 36-month rates set forth in Section 8, preceding.

Discounted Monthly Rates for MOE Service:

- Monthly Recurring Rates \$8,970.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must reach a revenue threshold of \$8,500.00

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-054

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from December 14, 2007, through January 13, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one GeoMax Service purchased on a 60-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes for the length of term. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$32,467.50

For additions to the Geomax Service the customer will receive the discounted rates until eighteen (18) months prior to the expiration of the initial 60-month term. For any new ports and/or nodes added after the forty-second (42) month from the effective date the customer will be billed 2.5 times the current discounted rates received by the customer. In the event the customer should choose to sign a new 60-month term agreement on service ordered in the last year of the 60-month term agreement the customer shall receive a 50% discount off of the 60-month term rates in effect in Sections 7 and 17, preceding, on the date of the new agreement.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing and already installed Geomax Service in the Seattle, Washington MSA. In addition the customer must have at least one other Geomax Service on a 60-month term already installed and existing in the Seattle, Washington MSA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT No. 07-054 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: September 27, 2008

AMENDMENT
AVAILABILITY: Effective from September 27, 2008, through
October 27, 2008.

This Contract Tariff Amendment is for GeoMax OC-48 Service purchased under the original contract tariff at the discounted 60-month Pricing Plan rates below. The customer will receive the discounted rates until eighteen (18) months prior to the expiration of the initial 60-month term. All nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding.

The new service is coterminous with the existing contract service and will terminate at the same time. The new service is subject to all other terms and conditions not expressly addressed in this Amendment.

Discounted Monthly Rates for the new GeoMax Service.

- Monthly Recurring Rates \$1,350.00

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 07-055**

DESCRIPTION: Retention Offer for Frame Relay Service (FRS) Customers on a Month to Month Plan or an Existing Pricing Plan

CONTRACT AVAILABILITY: Effective from December 14, 2007, through June 30, 2008.

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is a retention offer for Frame Relay Service (FRS) customers on a month to month Plan or an existing Pricing Plan. Contract renewal discounts will be available on new 24-month or 36-month Pricing Plan. A 20% discount will be applied to the 24-month Pricing Plan and a 30% discount will be applied to the 36-month Pricing Plan monthly rates, and the customer must agree to a new 6 month minimum service period.

Discounts will only apply to the following current FRS rate elements:

- Frame Relay Access Links (FRALS)
- User-to-Network Information Transfer (UNIT) Ports
- Network-to-Network Information Transfer (NNIT) Ports
- Central Office Connection Charge (COCC) up to 1.544 Mbps
- Central Office Connection Charge (COCC) up to 45 Mbps
- Permanent Virtual Circuits (PVCs)

All other rate elements will be billed at the current associated pricing plan rates set forth in Section 8, preceding. Monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes.

The following nonrecurring rates (NRCs) will be waived when the customers request changes at the same time they are renewing their existing FRS:

- Subsequent PVC order charge and per PVC charge when adding a new PVC to an existing location.
- NRCs for adding a new location or upgrading existing service.

All other NRCs will be billed at the current associated pricing plan rates set forth in Section 8, preceding.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-055 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in a price flex wire center set forth in Section 23.
- Must be renewal of existing Frame Relay Service.
- New FRS contracts must be for 24- or 36-months.
- Customers must have 12-months or less remaining on existing FRS Pricing Plans.

Renewal Terms and Conditions:

- A 30% discount is available with an FRS optional minimum billing level (OMBL) 36-month Pricing Plan:
- This offering cannot be combined with other promotions or the Frame Relay Discount Plan for Fixed Period Rate Plans.
- This offering is not available to customers who recently renewed a Pricing Plan and have not met their 6 month minimum service period.
- This offering is only available where facilities exist.
- All NRC waivers and 20% or 30% monthly discounts applied will be forfeited in the event the customer terminates their 24- or 36-month Pricing Plan. These charges will be included in the TLA charges.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-001**

DESCRIPTION: Retention Offer for DS1 and DS3 Customers with Expired or Expiring Pricing Plans

CONTRACT AVAILABILITY: Effective from January 3, 2008 through December 31, 2008

AVAILABLE MSAS: Phase II MSAs as identified in Section 23

This contract tariff is a retention offer for DS1 and DS3 customers whose Pricing Plans have either expired or are expiring. Contract renewal discounts will be based on the type of service and length of the plan chosen as set forth below. Discounts will only apply to the following rate elements: Channel Terminations and Transport Channel Mileage. All other rate elements will be billed at the associated pricing plan rates set forth in Section 17, preceding. Monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes.

RENEWED SERVICE	%DISCOUNT 12-MONTH PRICING PLAN	%DISCOUNT 24-MONTH PRICING PLAN	% DISCOUNT 36-MONTH PRICING PLAN	%DISCOUNT 60-MONTH PRICING PLAN
DS1	20%	20%	20%	20%
DS3	25%	25%	25%	25%

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be the renewal of an expired or expiring DS1 and/or DS3 Pricing Plan.
- Existing pricing plan must be within three months of expiration or have expired within the last 60 days.
- Service must be located in Phase II Pricing Flexibility MSAs
- Qualifying DS1 and/or DS3 Services may not be a part of the Regional Commitment Program (RCP) optional pricing plan.

When the entire service or a portion of the service is disconnected prior to the expiration of the Pricing Plan then Minimum Service Period as set forth in Section 2, preceding and Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-002

DESCRIPTION: Contract for Three New HDTV-Net Circuits

CONTRACT AVAILABILITY: Effective from January 3, 2008 through
February 3, 2008

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for three new HDTV-Net Circuits, purchased on a 36-month Pricing Plan. All Channel Terminations and Transport Channel Mileage will be billed at the recurring rates set forth below. All other rate elements and all associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rate for HDTV-Net Channel Terminations and Transport Channel Mileage:

- Monthly Recurring Rates \$2,571.84

The following eligibility criteria must be met in order to receive this Contract Offer:

- Facilities and equipment must be in place.
- Service must be located in the following Phoenix-Mesa, Arizona MSAs: Phoenix Main, PHNXAZMA and Phoenix North, PHNXAZNO
- The service configuration must consist of three Video/HDTV 270 Mbps Channel Terminations.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-003

DESCRIPTION: Contract for New Metro Optical Ethernet (MOE) and Any New DS1 and/or Greater Private Line Transport Services

CONTRACT AVAILABILITY: Effective from May 17, 2008 through June 17, 2008

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for new Metro Optical Ethernet (MOE) and any new DS1 and/or greater Private Line Transport Services purchased at recurring and nonrecurring rates set forth in Sections 7, 8, 15 and/or 17, preceding. The Company will provide Metro Optical Ethernet (MOE) and all DS1 and greater Private Line Transport Services as in-kind services up to a maximum value of five million three hundred seventy thousand dollars (\$5,370,000.00) based on an actual usage in exchange for valuable promotional consideration. Services must be provided before October 31, 2008.

The Company will credit toward this obligation the rates for service, any non-exempt federal, state and local taxes applicable to the in-kind services provided, as well as, any other applicable surcharges and/or other fees.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, 8 and 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-004

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from January 12, 2008 through February 12, 2008

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one Metro Optical Ethernet (MOE) circuit at a 100 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps and two MOE circuits at 1,000 Mbps Bandwidth Profiles with Port speeds of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rates for MOE:

- Monthly Recurring Rates \$9,980.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The MOE circuits must be in the following Colorado MSAs: Denver Main (DNVRCOMA), Aberdeen (ENWDCOAB) and Denver Dry Creek (DNVRCODC).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-005**

DESCRIPTION: Retention Offer for Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax with Expiring Pricing Plans

CONTRACT AVAILABILITY: Effective from January 26, 2008 through December 31, 2008

AVAILABLE MSAS: Phase II MSAs as identified in Section 23

This contract tariff is a retention offer for existing Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax customers that are on expiring Pricing Plans. Contract renewal discounts will be based on the type of service and length of the plan chosen as set forth below. Discounts will only apply to the following rate elements: Nodes and Transport Channel Mileage for SST; Nodes and Interoffice Transport Mileage for SHNS; and Nodes and Transport Channel for GeoMax. All other rate elements will be billed at the associated pricing plan rates set forth in Section 17, preceding. Monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes.

Exception: SHNS Ports and SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7, 15 and 17, preceding.

RENEWED SERVICE	%DISCOUNT 12-MONTH PRICING PLAN	%DISCOUNT 24-MONTH PRICING PLAN	% DISCOUNT 36-MONTH PRICING PLAN	%DISCOUNT 60-MONTH PRICING PLAN
SST	10%	10%	15%	15%
SHNS	10%	10%	15%	15%
GeoMax	-	-	15%	15%

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-005 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- Must be renewal of an existing pricing plan
- Existing pricing plan must be within 3 months of expiration or have expired
- Service must be located in Phase II Pricing Flexibility MSAs

When the entire service or a portion of the service is disconnected prior to the expiration of the Pricing Plan then Minimum Service Period as set forth in Section 2, preceding and Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-006

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from January 26, 2008, through February 25, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS OC12 Ring shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$11,490.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must renew a 3 node protected SHNS ring located in the wirecenters of Denver Main (DNVRCOMA), Drycreek (DNVRCODC) and Highlands Ranch (LTTNCOHL).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-007

DESCRIPTION: Contract for Synchronous Service Transport Service (SST) and GeoMax Service

CONTRACT AVAILABILITY: Effective from February 2, 2008, through March 3, 2008.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) Service and GeoMax Service billed on a 60-month pricing plan. Monthly rates for the SST and GeoMax Service shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Monthly rates for the SST and GeoMax Service:

- Monthly Recurring Rates \$49,494.24

GeoMax Protected LAN PHY Ethernet Ports added during the 60-month term will be billed at a discounted rate of \$3,929.59 per port.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have service in the Tucson, AZ MSAs of Main (TCSNAZMA), Southeast (TCSNAZSE) and South (TCSNAZSO).
- The customer must pay the Company, for services provided under this agreement, at least \$49,494.24 each monthly billing period for the duration of the 60-month term.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-008

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from February 2, 2008, through March 3, 2008.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of two Gigabit Ethernet Ports on an existing Self-Healing Network Service (SHNS) OC48 Ring purchased on a 60-month Pricing Plan. The SHNS rate elements are being billed at the respective 60-month rates in Sections 15 and 17, preceding. Two Ethernet Ports over SONET (EPoS) will be available at the discounted monthly rate below and this monthly rate will be frozen from Company initiated rate changes for the entire 60-months. The nonrecurring charges for the EPoS will be billed at the Pricing Flexibility rates in Section 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Rate for the EPoS:

- Discounted Monthly Recurring Rates \$1,100.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be a governmental entity with an annual spend of \$7,000,000.00.
- The customer must have service in the Phoenix, Arizona MSA wirecenters of Main (PHNXAZMA) and West (PHNXAZWE)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-009

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from February 15, 2008, through March 16, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of one Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS OC48 Ring will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly rates for the SHNS OC-48 Ring:

- Monthly Recurring Rates \$38,040.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer purchase an existing OC-48 SHNS for an additional 36-month term
- The customer must have service in the Main wirecenter (SLKCUTMA) of the Salt Lake City - Ogden, Utah MSA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-010

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from February 15, 2008, through March 16, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one Self-Healing Network Service (SHNS) OC3 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS OC3 Ring shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly rates for the SHNS OC3 Ring:

- Monthly Recurring Rates \$15,472.45

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a Qwest Corporation Retail Master Services Agreement that includes at least one SHNS OC3 ring.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-011

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from February 15, 2008, through March 16, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes for the length of term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$15,140.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must purchase GeoMax Service out of the Arizona MSA wirecenters of Chandler Main (CHNDAZMA) and Phoenix Main (PHNXAZMA).
- The Geomax Service configuration must consist of one DWDM premise node, one central office node and two OC-12 ports.

Should the customer disconnect the entire GeoMax service or a portion of the service after the first consecutive twenty-four months of the term of the fixed period service rate plan, the Company will agree to waive the termination charges for one circuit at the service location. When the entire service or a portion of the service is disconnected within the first consecutive twenty-four months of the term then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 17, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-012

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from March 1, 2008 through March 31, 2008

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for two Metro Optical Ethernet (MOE) circuits with a bandwidth profile of 100 Mbps at a Port speed of 1,000 Mbps and purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rates for MOE:

- Monthly Recurring Rates \$2,296.00

The following eligibility criteria must be met in order for the customer to receive this contract offer:

- The MOE circuits must be in the following Arizona MSA wirecenters: Phoenix Main (PHNXAZMA) and Pinnacle Peak (PRVYAZPP).
- The service configuration must consist of two 1000 Mbps Ports with Bandwidth profile of 100 Mbps.
- The customer must maintain total revenue of at least \$82,656.00 over the term of the agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-013

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from March 1, 2008, through March 31, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one GeoMax Service purchased on a 36-month Master Service Agreement with a minimum service period of 12-months. The monthly recurring charges will be billed at the discounted monthly recurring charges listed below and will be frozen from Company-initiated rate changes for the length of term.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$13,225.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must maintain a 36-month Master Service Agreement with a revenue commitment of \$2,000,000 per year.
- The customer's Master Service Agreement must include GeoMax, Metro Optical Ethernet (MOE), Self-Healing Network Services (SHNS) and Synchronous Service Transport (SST)
- The customer must have service in Tempe, Arizona MSA (TEMPAZMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-014

DESCRIPTION: Contract for Digital Private Line Service including Digital Data Service (DDS), DS1, DS3, and Synchronous Service Transport (SST).

CONTRACT AVAILABILITY: Effective from March 1, 2008, through March 31, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Digital Private Line Service purchased under a 36-month Master Service Agreement with a Minimum Service Period of 12-months. Any Digital Private Line Service installed for twelve (12) consecutive months prior to the effective date of this contract will be deemed to have met the Minimum Service Period.

The Digital Private Line Services will be billed at a 12-month Pricing Plan and the monthly rates will be frozen from Company-initiated rate changes for the entire 36-month Master Service Agreement.

Digital Private Line Service may be added at any time under this Agreement. New service added after the effective date of this Agreement will be coterminous with the Contract Expiration Date.

The customer has the option of renewing the Digital Private Line Service for an additional 12-month term upon expiration of the initial 36-month Master Service Agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-015

DESCRIPTION: Contract for Metro Optical Ethernet (MOE) Service

CONTRACT AVAILABILITY: Effective from June 21, 2008, through July 21, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for new Metro Optical Ethernet (MOE) purchased on a 36-month Pricing Plan. Discounted monthly rates for these services are set forth below and these rates will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted monthly rates for MOE Service:

- Monthly Recurring Rates \$4,659.66 (I)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have MOE Service in the Tucson, AZ MSA Price Flex wirecenters of East (TCSNAZEA), Tanque Verde (TCSNAZTV) and Catalina (TCSNAZCA).
- The service configuration must consist of one 1000 Mbps Port with Bandwidth Profile of 200 Mbps and three 10/100 Mbps Ports with Bandwidth Profile of 30 Mbps each.
- The customer must maintain a total spend of at least \$142,961.76 over the term of the agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 8, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-016

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48 Ring and OC12 Ring Mux Ports

CONTRACT AVAILABILITY: Effective from March 15, 2008, through April 14, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. The customer may have, or purchase, OC12 Ring Mux Ports during the term of the agreement. A 40% discount will be given for the SHNS nodes and mileage and also on the OC12 Ring Mux Ports. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges for the will be billed at the rates in Sections 7 and 15, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SHNS OC48 Ring must be in the Albuquerque, NM MSA wirecenters.
- The customer must be renewing an existing Company provided SHNS OC48 Ring and the SHNS Ring must be purchased under a new 36-month Pricing Plan.
- The SHNS Ring must have at least 10 miles and two or more nodes.
- The customer must have spent over \$35 million with Qwest during the previous 12-month period.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-017

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC3 and OC12 Rings

CONTRACT AVAILABILITY: Effective from March 15, 2008, through April 14, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Self-Healing Network Service (SHNS) OC3 Ring and one SHNS OC12 Ring purchased on a 60-month Pricing Plan. Monthly rates for the SHNS Rings shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC3 and OC12 Rings:

- Monthly Recurring Rates \$19,870.50

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer purchase both OC3 and OC12 SHNS Rings.
- The customer must have a monthly spend of over \$40,000.00 with the Company on the effective date of the agreement.
- The customer must have SHNS Service in the Denver, CO MSA wirecenters of East (DNVRCOEA) and Denver International Airport (DNVRCOOU).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-018**

DESCRIPTION: Contract for New Metro Optical Ethernet (MOE) and Any New DS1 and/or Greater Private Line Transport Services

CONTRACT AVAILABILITY: Effective from March 15, 2008, through April 14, 2008.

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for new Metro Optical Ethernet (MOE) and any new DS1 and/or greater Private Line Transport Services purchased at recurring and nonrecurring rates set forth in Sections 7, 8, 15 and/or 17, preceding. The Company will provide Metro Optical Ethernet (MOE) and all DS1 and greater Private Line Transport Services as in-kind services up to a maximum value of five million four hundred thousand fifty dollars (\$5,400,000.00) based on an actual usage in exchange for valuable promotional consideration. Services must be provided before October 31, 2008.

The Company will credit toward this obligation the rates for service, any non-exempt federal, state and local taxes applicable to the in-kind services provided, as well as, any other applicable surcharges and/or other fees.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must purchase service out of the Minneapolis-St. Paul MSA wirecenters.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, 8 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-019

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from March 15, 2008, through April 14, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS Rings will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the Pricing Flexibility rates in Section 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$14,936.40

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing SHNS OC12 Ring in the following Des Moines, IA MSA wirecenters of Des Moines (DESMIADT) and Ashworth (DESMIAAW).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-020

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from May 1, 2008, through May 31, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC192 Ring purchased on a 60-month Pricing Plan. A 45% discount will be given for the SHNS mileage and the five nodes eligible for Pricing Flexibility. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All other rate elements and nonrecurring charges will be billed at the rates in Sections 7 and 15, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have spent over \$10 million with the Company.
- The SHNS OC192 Service must be in the Portland, Oregon MSA wirecenters eligible for Pricing Flexibility.
- The SHNS OC192 Ring must be ordered within thirty days after the effective date.
- The customer must subscribe to six or more SHNS OC192 nodes and 26 or more miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-021

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from April 1, 2008, through May 1, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC48 Service billed on a 60-month pricing plan. A 20% discount will be given for the SST mileage and the nodes eligible for Pricing Flexibility. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must subscribe to SST Service in the Albuquerque, NM MSA wirecenters eligible for Pricing Flexibility.
- The SST must be ordered within 60 days after the effective date of this agreement.
- The SST must be ordered under a new 60-month fixed price plan.
- The customer must have spent over \$100 million with the Company during the last 12 months.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-022

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from April 1, 2008, through May 1, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$15,205.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's Geomax Service must have a network design that includes one CO node, one premise node, one Network Access Channel (NAC) and over 20 interoffice facilities (IOF) miles.
- This GeoMax Service will be replacing existing Synchronous Service Transport (SST) OC3 and Metro Optical Ethernet (MOE) circuits.
- Service must be located in the Phoenix-Mesa, Arizona MSA, specifically the following wire centers: Pinnacle Peak (PRVYAZPP) and Phoenix Main (PHNXAZMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-023

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48 Ring and OC12 Ring Mux Ports

CONTRACT AVAILABILITY: Effective from April 8, 2008, through May 8, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. A 35% discount will be given for the SHNS nodes and mileage. A 35% discount will also be given on the monthly recurring rate for OC-12 Ring Mux Ports that the customer may have or adds during the Plan Term. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SHNS OC48 Ring must be in the Tucson, AZ MSA wirecenters.
- The customer must be renewing an existing Company provided SHNS OC48 Ring and the SHNS Ring must be purchased under a new 36-month Pricing Plan.
- The SHNS Ring must have at least 10 miles and three or more nodes.
- The customer must have spent over \$35 million with Qwest during the previous 12-month period.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-024

DESCRIPTION: Contract for GeoMax Service with a Synchronous Service Transport (SST) Overlay

CONTRACT AVAILABILITY: Effective from April 8, 2008, through May 8, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for nine GeoMax nodes and ports with a SST Overlay purchased under a 36-month term plan at 60-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

Monthly rates for GeoMax Service with the SST Overlay:

- Monthly Recurring Rates \$84,932.36

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must migrate from a seven node OC48 Self Healing Network Service (SHNS) (in Minneapolis/St. Paul, Minnesota) to a GeoMax with SST Overlay.
- The customer must have had a minimum spend with Qwest in 2007 of \$11,000,000.00.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-025

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from May 1, 2008, through May 31, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Self-Healing Network Service (SHNS) OC48 Ring purchased at 60-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 60-month term.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$22,830.75

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading and reconfiguring their existing SHNS Ring from an OC12 to an OC48.
- The SHNS Ring must have two access nodes at customer locations and one Hub Node in the Phoenix, AZ, MSA wirecenter of Main (PHNXAZMA).
- The SHNS Ring must include at least 50 interoffice miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-026

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from May 1, 2008, through May 31, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$8,320.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must order GeoMax service within the Denver, CO MSA wirecenters.
- The customer must have a total monthly spend of \$15,000.00 with the Company.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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100 CenturyLink Drive
Monroe, Louisiana 71203

EFFECTIVE DATE:
May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-027

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from May 1, 2008 through May 31, 2008

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one Metro Optical Ethernet (MOE) circuit at a 100 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps and two MOE circuits at 1,000 Mbps Bandwidth Profiles with Port speeds of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rates for MOE:

- Monthly Recurring Rates \$9,980.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must maintain a network of at least 3 MOE circuits in the Denver, CO MSA wirecenters.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-028

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from May 1, 2008, through May 31, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$16,800.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer acknowledges that as of the contract effective date the customer has a total monthly billing with Qwest of \$140,000.00 or more.
- The customer's GeoMax Service must be provided out of the Albuquerque, NM MSA wirecenters.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-029**

DESCRIPTION: Contract for GeoMax over Synchronous Service Transport (SST)

CONTRACT AVAILABILITY: Effective from May 9, 2008, through June 8, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service over Synchronous Service Transport (SST) OC3 circuits purchased on a 60-month pricing plan. Monthly rates for the GeoMax and SST shall be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. Applicable nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Monthly rates for the GeoMax and SST:

- Monthly Recurring Rates \$32,688.00

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing GeoMax over SST.
- The customer must have four GeoMax Premise Nodes at the Minneapolis – St. Paul MSAs of Stillwater (STWRMNST) and Cottage Grove (CTGVMNCG).
- The customer must have two GeoMax Central Office Nodes at the Minneapolis – St. Paul MSAs of Maplewood (MPWDMNMA) and Market (STPLMNMK).
- The customer must have four SST OC3 Remote Nodes at the Minneapolis – St. Paul MSAs of Maplewood (MPWDMNMA), Market (STPLMNMK), Stillwater (STWRMNST) and Cottage Grove (CTGVMNCG).

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-029

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The customer must have eight OC3 155M unprotected ports, eight Gigabit Ethernet 1.25g unprotected ports and mileage of 48 miles between nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-030**

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from May 9, 2008, through June 8, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC48 Service billed on a 60-month pricing plan. A 20% discount will be given for the SST nodes. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must subscribe to SST Service in the Tucson, AZ MSA wire centers eligible for pricing flexibility.
- The SST must be ordered within 60 days after the effective date of this agreement.
- The SST must be ordered under a new 60-month fixed price plan.
- The customer must have spent over \$100 million of annual revenue with Qwest as verified by the Company's reporting methods.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-031

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from May 9, 2008, through June 8, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 60-month Pricing Plan. A 50% discount will be given for the SHNS nodes and mileage. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All other rate elements and nonrecurring charges will be billed at the rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an annual spend of over \$20 million with the Company.
- The SHNS OC48 Service must be in the Omaha, NE MSA wirecenters eligible for Pricing Flexibility.
- The SHNS OC48 Ring must be an upgrade from an existing Company provided SHNS Ring in Omaha, NE.
- The SHNS OC48 Ring must be ordered under a new 60-month fixed price plan.
- The SHNS OC48 Ring must have 35 or more interoffice miles and four or more nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-032

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from May 9, 2008, through June 8, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$8,060.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have spent \$300,000.00 with Qwest Corporation in 2007.
- The GeoMax Service must have two nodes served out of the Minneapolis, MN MSA wire center (MPLSMNDT).
- The customer must also order four unprotected Gigabit Ethernet ports with mileage of zero miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-033

DESCRIPTION: Contract for Metro Optical Ethernet (MOE) Service

CONTRACT AVAILABILITY: Effective from May 17, 2008, through June 16, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Metro Optical Ethernet (MOE) circuit with a 400 Mbps Bandwidth Profile at a Port speed of 1,000 Mbps purchased on a 36-month Pricing Plan. Monthly rates for the MOE Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Section 8, preceding.

Discounted Monthly Rates for the MOE Service:

- Monthly Recurring Rates \$2,360.45

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have spent \$300,000.00 with Qwest Corporation.
- The customer must have purchased a minimum of one MOE circuit.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-034

DESCRIPTION: Contract for GeoMax Service with Synchronous Service Transport (SST)

CONTRACT AVAILABILITY: Effective from June 10, 2008, through July 10, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service with two SST circuits purchased under 60-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

Monthly rates for GeoMax Service with the SST Overlay:

- Monthly Recurring Rates \$62,866.50[1]

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must order OC3 and OC12 SST along with GeoMax Service.
- The service must be in the Salt Lake City – Ogden, Utah MSA wirecenters of Salt Lake City Main (SLKCUTMA), Salt Lake City West (SLKCUTWE), Ogden Main (OGDNUTMA) and Kaysville (KYVLUTMA).
- The GeoMax Service configuration must consist of three Premise Nodes, two Central Office Nodes, three Amplifier Nodes, five OC12 Ports, and two Gigabit Ethernet Ports.

[1] Total reflects the addition of the discounted rates from the following amendment.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-034

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The SST OC12 configuration must consist of three Remote Nodes, sixteen DS3 Ports and four DS3 Central Office Multiplexers.
- Another SST OC12 configuration must consist of two Remote nodes, thirty-four DS3 Ports and nine DS3 Central Office Multiplexers.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: February 21, 2009

AMENDMENT
AVAILABILITY: Effective from February 21, 2009, through
March 23, 2009

This contract amendment is for the addition of service elements. The new service elements are coterminous with the existing service and will terminate at the same time as the existing service. The nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Additional Discounted Monthly Rates

- Monthly Recurring Rates \$10,997.50

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment. Additional service elements cannot be added during the last 12 months of the agreement.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-035

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from June 21, 2008, through July 21, 2008.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed on a 36-month pricing plan. A 12.5% discount will be given for the SST mileage and nodes eligible for Pricing Flexibility. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All other rate elements and nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The service must be in the Denver, Colorado MSA wirecenters eligible for pricing flexibility.
- The SST must be ordered under a new 36-month fixed price plan.
- The customer must have spent over \$100 million with the Company during the last 12 months.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-036

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from June 21, 2008, through July 21, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$11,920.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be located in the Downtown Minneapolis, Minnesota (MPLSMNDT) MSA wirecenter and facilities must be available.
- The customer must be renewing existing services that have been in place since 2005.
- The customer must have spent at least \$1,000,000.00 with Qwest Corporation in 2007.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply. Qwest will waive any termination charge if the customer should terminate service in months 25 through 36 of this agreement when all of the following conditions are met;

- The customer signs a new service agreement(s) for any other Qwest Corporation provided service(s),

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-036 (Cont'd)

- The new service agreement(s) has a total value equal to or greater than 100% of the remaining prorated value of this agreement excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring or nonrecurring charges,
- the customer places orders to disconnect the service and establish new service at the same time,
- The new service installation must be completed within 30 calendar days of disconnection of service, unless such installation delay is caused by Qwest,
- A new minimum service period, if applicable, goes into effect when the new service agreement term begins.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-037

DESCRIPTION: Pricing Plan Extension of Two Synchronous Service Transport (SST) OC48 Systems

CONTRACT AVAILABILITY: Effective from July 1, 2008, through August 1, 2008.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract extends for an additional 12-month period the existing rates for two Synchronous Service Transport (SST) OC48 systems originally purchased on a 60-month Pricing Plan. All monthly rates will be frozen from Company-initiated rate changes for the additional 12-months.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST OC48 systems must be located in the Portland – Vancouver, Oregon MSA wire centers.
- The existing Pricing Plan for both SST OC48 systems must be extended for 12-months from the expiration date of the SST's existing term.
- Both SST OC48 systems must be existing systems that were provided by the Company under an initial 60-month fixed period pricing plan and extended for 12-month periods.

The above mentioned discount will only apply to the extensions for two SST systems and will not apply to additional orders for the same service in the same or other locations. Other promotions and discounts will not apply.

When the entire service or a portion of the service is disconnected prior to the expiration of the 12-month period, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-038

DESCRIPTION: Contract for New Metro Optical Ethernet (MOE) and Any New DS1 and/or Greater Private Line Transport Services

CONTRACT AVAILABILITY: Effective from July 1, 2008, through August 1, 2008.

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for new Metro Optical Ethernet (MOE) and any new DS1 and/or greater Private Line Transport Services purchased at recurring and nonrecurring rates set forth in Sections 7, 8, 15 and/or 17, preceding. The Company will provide Metro Optical Ethernet (MOE) and all DS1 and greater Private Line Transport Services as in-kind services up to a maximum value of one hundred and thirty thousand dollars (\$130,000.00) based on an actual usage in exchange for valuable promotional consideration.

The Company will credit toward this obligation the rates for service, any non-exempt federal, state and local taxes applicable to the in-kind services provided, as well as, any other applicable surcharges and/or other fees.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, 8 and 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-039

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from July 1, 2008, through August 1, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed on a 60-month pricing plan. A 15% discount will be given off the 60-month rates eligible for pricing flexibility. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST Service must be in the Spokane, WA MSA wirecenters eligible for pricing flexibility.
- The SST Service must be ordered under a new 60-month fixed price plan.
- The customer must have spent over \$100 million with the Company as verified through Qwest reporting methods.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-040

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from July 1, 2008, through August 1, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$18,900.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have five corporate headquarters with Qwest Corporation territory.
- The customer must have a monthly spend of approximate \$140,000.00
- Service must be located in the Washington MSA wirecenter of Issaquah, (ISQHWAEX).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-041

DESCRIPTION: Contract for 20 Existing DS1 Circuits

CONTRACT AVAILABILITY: Effective from July 1, 2008, through August 1, 2008.

CONTRACT
EXPIRATION DATE: 18-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for 20 existing DS1 circuits completing the remaining 18 months of an existing pricing plan. Channel Terminations and Mileage will be billed at the discounted 36-month Pricing Plan rates set forth below. Monthly rates for the remaining DS1 rate elements will be billed at the 36-month Pricing Plan rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 18-months will be frozen from Company-initiated rate changes and nonrecurring rates will not apply.

Channel Terminations and Mileage on the 20 DS1 Circuits will be billed at these discounted rates:

- Monthly Recurring Rates \$6,147.20

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have a monthly spend with Qwest Corporation of at least \$75,000 but no more than \$350,000.
- All 20 DS1 circuits must be in and working and the Minimum Service Period (MSP) of 12 months must have been fulfilled.
- The customer must not be included in the Company's Regional Commitment Program (RCP).

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-041**

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- Customer's service must be located in the following Phoenix-Mesa, AZ MSA:

WIRE CENTERS

AGFIAZSR	BRDSAZMA	CHNDAZMA	CHNDAZWE
DRVYAZNO	MESAAZGI	MESAAZMA	PHNXAZCA
TEMPAZMA	TEMPAZMC	PHNXAZMA	PHNXAZNE
PHNXAZSO	SCDLAZMA	SPRS AZWE	

When the entire service or a portion of the service is disconnected prior to the expiration of the 18-month plan, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply. The MSP has been satisfied.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-042

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from July 16, 2008 through August 15, 2008

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Metro Optical Ethernet (MOE) circuit at a 200 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for MOE:

- Monthly Recurring Rates \$1,411.00[1] (I)

The following eligibility criteria must be met in order to receive this Contract Offer:

- This must be a new MOE circuit.
- This MOE circuit must be located in the Denver-Boulder, Colorado MSA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

[1] Total reflects the addition of the discounted rates from the following amendment.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-042 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: October 18, 2008

AMENDMENT
AVAILABILITY: Effective from October 18, 2008, through
November 18, 2008

This contract amendment changes the MOE Bandwidth Profile from 200 Mbps to 300 Mbps with a Port speed of 1,000 Mbps. This change in MOE components is added to and constitutes part of the existing agreement and the existing service. This amendment is coterminous with the existing contract service and will terminate at the same time.

Additional Discounted Monthly Rates for the MOE Service

- Monthly Recurring Rates \$321.00

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-043**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from July 25, 2008, through August 24, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Monthly rates for the SHNS Rings will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the Pricing Flexibility rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$19,292.80

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be signing a new agreement to renew a SHNS Service after having completed a 60 month term and a twelve month renewal.
- The customer must have SHNS in the Seattle, Washington MSA of Cherry (STTLWACH).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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100 CenturyLink Drive
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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-044

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from July 25, 2008, through August 24, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for twelve GeoMax circuits purchased under a 36-month term plan at 60-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the 60-month rates in Sections 7 and 17, preceding.

Monthly rates for GeoMax Service:

- Monthly Recurring Rates \$40,450.40

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must order five Premise Nodes, two additional shelves, twenty Unprotected Gig E Ports, four 1.062 Gbps Fibre Channels, and fifty Transport Channels.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-045

DESCRIPTION: Contract for GeoMax Service with a Synchronous Service Transport (SST) Overlay

CONTRACT AVAILABILITY: Effective from July 25, 2008, through August 24, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for five GeoMax Services with SST Overlay purchased under a 60-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

Monthly rates for GeoMax Service with the SST Overlay:

- Monthly Recurring Rates \$24,142.00 [1] (I)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The GeoMax Service must have nodes served out of the Nebraska MSA wirecenters of Omaha (OMAHNE90) and O Street (OMAHNEOS).
- The GeoMax Service must have a Central Office node served out of the Douglas, Nebraska MSA (OMAHNENW) wirecenter.
- The GeoMax Service must have mileage of 17 miles or more and an Amplifier node served out of the Center, Nebraska MSA (OMAHNECE).
- The GeoMax Service must have two premise nodes, one central office node, and one Amplifier node.

[1] Total reflects the addition of the discounted rates from the following amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-045**

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The Geomax must have four OC12 unprotected ports and six protected gigabit Ethernet Ports.
- The SST must have two remote nodes.
- The customer must order two SST Central Office Cross Connects and two Remote DS1 ports.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: March 11, 2009

AMENDMENT Effective from March 11, 2009, through
AVAILABILITY: April 10, 2009

This contract amendment is for the addition of service elements. The new service elements are coterminous with the existing service and will terminate at the same time as the existing service. The nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Additional Discounted Monthly Rates

- Monthly Recurring Rates \$1,130.00

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment. Additional service elements cannot be added during the last 12 months of the agreement.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-046

DESCRIPTION: Contract for Synchronous Service Transport Service (SST) over GeoMax Service

CONTRACT AVAILABILITY: Effective from July 25, 2008, through August 24, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for additional GeoMax Service and Synchronous Service Transport (SST) OC12 and OC48 Service. A 40% discount will be applied to the monthly recurring charges for one GeoMax premise node, the additional GeoMax OC48 ports and additional SST OC48 remote nodes. A 22% discount will be applied to the additional GeoMax OC12 ports and additional SST OC12 remote nodes. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All other rate elements and nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have paid \$5 million or more per month for the past twelve months to the Company for services found within this tariff.
- The customer's service must be in the Bloomington, MN MSA wirecenters eligible for pricing flexibility.
- The customer's service have existing GeoMax Service that includes two GeoMax premise nodes, seven hub nodes, five SST OC48 and five OC12 SST services that has been in place for at least 36 months of a 60-month fixed period pricing plan.
- With the addition of the new services, the customer must have a system that includes nine or more nodes.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-046 (Cont'd)

The customer will not incur any Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, for the move of the customer's existing service from the Minnehaha, MN switch to the Bloomington, MN switches. Once service is moved to Bloomington any disconnection of the entire service or a portion of the service prior to the expiration of the fixed period service rate plan will result in the application of TLA.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-047

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from August 13, 2008, through September 12, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for eleven GeoMax circuits purchased at 36-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the 36-month rates in Sections 7 and 17, preceding.

Monthly rates for GeoMax Service:

- Monthly Recurring Rates \$60,847.50

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must maintain \$60,000.00 or more in monthly billing with the Company.

Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will not apply for the disconnection of eight Protected Gig Ports. If other portions of the service are disconnected prior to the expiration of the fixed period service rate plan then TLA will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-048

DESCRIPTION: Contract for Four New DS3 Circuits

CONTRACT AVAILABILITY: Effective from August 22, 2008, through September 21, 2008.

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for four new DS3 circuits purchased at the Democratic National Convention (DNC) rates as set forth in the Special Event Services and Rates portion of Section 17, preceding.

The customer must meet the following eligibility criteria in order to receive this Contract Offer:

- Must be a current large business customer of the Company.
- Must provide power for the four new DS3 Circuits.
- Must use the service exclusively for the DNC, at the INVESCO Field at Mile High site.
- Must locate all four DS3 Circuits in the parking lot of INVESCO Field at Mile High for use on August 28, 2008 for the DNC Acceptance Speech.
- DS3s must be provided over existing Company facilities.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-049

DESCRIPTION: Contract for GeoMax

CONTRACT AVAILABILITY: Effective from September 16, 2008, through October 16, 2008.

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one GeoMax circuit purchased under a 24-month term plan at rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 24-months. The nonrecurring charges will be billed at the 36-month rates in Sections 7 and 17, preceding.

The Minimum Service Period for this agreement is 24-months from the Start of Service date. The Company will continue to provide the service after the Minimum Service Period at month-to-month rates for up to 6-months at which time the agreement will expire.

Monthly rates for GeoMax Service:

- Monthly Recurring Rates \$15,330.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's service must be in the Phoenix, AZ MSA.

When the entire service or a portion of the service is disconnected prior to the expiration of the Minimum Service Period of 24-months the customer will pay Termination Liability and Waiver Charges (TLA) of 100% of the monthly recurring charge multiplied by the number of months remaining in the Minimum Service Period.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-050**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC192 Ring

CONTRACT AVAILABILITY: Effective from September 16, 2008, through October 16, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Self-Healing Network Service (SHNS) OC192 Ring purchased on a 60-month Pricing Plan. A 37% discount will be given off the 60-month rates eligible for pricing flexibility. The discount for the SHNS mileage or Price Flex nodes applies to a single order and will not apply to additional orders. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charges will be billed at the Pricing Flexibility rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be ordering SHNS in the Albuquerque, New Mexico MSAs eligible for pricing flexibility.
- The customer must be upgrading from an existing Company provided SHNS OC48 Ring in Albuquerque, New Mexico.
- The SHNS OC192 Ring must be ordered under a new 60-month fixed price plan.
- The customer must have spent over \$25 million of annual revenue with Qwest as verified by the Company's reporting methods.
- The SHNS OC192 Ring must have fourteen (14) or more interoffice miles.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-051

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from September 16, 2008, through October 16, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two GeoMax Protected LAN PHY Ethernet Ports purchased on a 36-month Pricing Plan. Monthly rates for GeoMax Port will be billed at the rate set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charge will be billed at the 36-month rate in Sections 7 and 17, preceding.

Discounted Monthly Rate for the GeoMax Port:

- Monthly Recurring Rates \$6,692.80

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading a Self Healing Network Service (SHNS) that has been in place for eight years.
- The new GeoMax Service must be served out of the following Omaha, Nebraska MSAs: Douglas (OMAHNENW) and Harrison (OMAHNE84).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-052

DESCRIPTION: Contract for SST OC12 over GeoMax Service

CONTRACT AVAILABILITY: Effective from September 16, 2008, through October 16, 2008.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one SST OC12 over GeoMax Service purchased on a 60-month Pricing Plan. Monthly rates for the GeoMax Port will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charge will be billed at the 60-month rates in Sections 7 and 17, preceding.

Discounted Monthly Rate for the GeoMax Port:

- Monthly Recurring Rates \$38,795.51

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading Self Healing Network Service (SHNS) that has been in place for eight years.
- The new SST over GeoMax Service must be served out of the following Omaha, Nebraska MSAs: Douglas (OMAHNENW) and Harrison (OMAHNE84).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-053**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from September 27, 2008, through October 27, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for four Self-Healing Network Service (SHNS) OC12 Rings purchased on a 36-month Pricing Plan. Monthly rates for the SHNS Rings will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$18,169.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing three (3) node network and add an additional node to the existing network.
- The customer must have SHNS in the Denver - Boulder, Colorado MSAs of Denver Main (DNVRCOMA) and Aberdeen (ENWDCOAB)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-054

DESCRIPTION: Contract for Synchronous Service Transport OC48 Service (SST)

CONTRACT AVAILABILITY: Effective from September 27, 2008, through October 27, 2008.

CONTRACT EXPIRATION DATE: 12, 24 or 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of Synchronous Service Transport (SST) OC48 Service. The following discounts will be available under 12, 24, and 36-month Plan Terms for the SST nodes and mileage.

PLAN TERM	DISCOUNT PERCENTAGE
12-Month	10%
24-Month	20%
36-Month	40%

The discounted monthly rates will be frozen from Company-initiated rate changes for the length of the Term Plan. All other rate elements and nonrecurring charges will be billed at the respective 12, 24, or 36-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

When the entire service or a portion of the service is disconnected prior to the expiration of the 12 or 24-month Plan Term or during months 1 through 24 of the 36-month Plan Term, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply. When the entire service or a portion of the service is disconnected during months 25 through 36 of the 36-month Plan Term, then a Termination Liability and Waiver Charges (TLA) Assessment Percentage will be 60%.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-054 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST Service must be located in the following MSA wirecenters eligible for Pricing Flexibility: Denver – Boulder, Colorado, Minneapolis – St. Paul, Minnesota, Phoenix – Mesa and Tucson, Arizona.
- The SST Service must be ordered for renewal under a 12, 24, or 36-Month Price Plan.
- The customer must have over \$20 million in annual revenue with Qwest, as verified by Company reporting methods.
- The customer must renew each SST Service under a new fixed period price plan on or after the expiration date of the SST Service's existing term.
- The customer must renew eight or more SST Services maintaining an OC48 or greater bandwidth capacity on each system.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-055

DESCRIPTION: Contract for Synchronous Service Transport (SST) and Self-Healing Network (SHNS) Service

CONTRACT AVAILABILITY: Effective from October 8, 2008, through November 7, 2008

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of Synchronous Service Transport (SST) Service and Self-Healing Network (SHNS) Service nodes and mileage. The existing Services must be within six months of the expiration their term and must be ordered within 10 days of the date the Company provides the customer with the tariffed contract number.

The following discounts will be available under 12, 24, and 36-month Plan Terms for the SST and SHNS nodes and mileage.

PLAN TERM	DISCOUNT PERCENTAGE
12-Month	10%
24-Month	10%
36-Month	20%

The discounted monthly rates for nodes and mileage will be frozen from Company-initiated rate changes for the length of the Term Plan. All other rate elements and nonrecurring charges will be billed at the respective 12, 24, or 36-month rates set forth in Sections 7, 15 and 17, preceding.

Exception: SST and SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7, 15 and 17, preceding.

When the entire service or a portion of the service is disconnected prior to the expiration of the term period, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7 and 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-055 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST Service must be located in the following MSA wirecenters eligible for Pricing Flexibility:
 - Phoenix – Mesa and Tucson, Arizona
 - Albuquerque, New Mexico
 - Denver – Boulder and Colorado Springs, Colorado
 - Des Moines, Iowa
 - Minneapolis – St. Paul, Minnesota
 - Fargo – Moorhead, North Dakota
 - Seattle – Bellevue – Everett, Spokane and Tacoma, Washington
 - Eugene – Springfield and Portland – Vancouver, Oregon
 - Salt Lake City, Utah
- The SST and SHNS must be ordered for renewal under a 12, 24, or 36-Month Price Plan.
- The customer must have over \$100 million of annual revenue with Qwest, as verified by Company reporting methods.
- The customer must have an existing Company provided OC3 or greater service located in each of the following states; Arizona, Colorado, Iowa, Minnesota, Montana, New Mexico, North Dakota, South Dakota, Oregon, Utah, Washington and Wyoming.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-056

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from October 8, 2008 through
November 7, 2008

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Metro Optical Ethernet (MOE) service purchased on a 60-month Pricing Plan. The customer will receive the service at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 60-month term. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for MOE:

- Monthly Recurring Rates \$841.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The service must be located in the Tucson Main MSA (TCSNAZMA).
- The service must consist of one 10/100 Mbps Port with a Bandwidth Profile of 50 Mbps.
- The customer must maintain total revenue with the Company of at least \$50,460.00 during the Term Agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-057

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from October 18, 2008, through November 18, 2008.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for four GeoMax circuits purchased on a 60-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$35,210.00[1] (I)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an existing GeoMax network of three nodes and be adding a fourth node.
- The new GeoMax network must have a total of 49 interoffice miles and be starting a new 60-month term.
- The customer's GeoMax service must be served out of the following Denver – Boulder wirecenters: Arvada (ARVDCOMA), Capital Hill (DNVRCOCH), Cottonwood (DNVRCOCW) and Lakewood (LKWDCOMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

[1] Total reflects the increase of the discounted rates from the 2nd amendment following.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-057 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: March 11, 2009

AMENDMENT
AVAILABILITY: Effective from March 11, 2009, through
April 10, 2009

This contract amendment makes changes in the rate elements for the GeoMax service which result in a reduction in the discounted monthly rates.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

2ND AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: March 27, 2009

AMENDMENT
AVAILABILITY: Effective from March 27, 2009, through
April 26, 2009

This contract amendment is for the addition of Gigabit Ethernet Ports on the GeoMax service which results in an increase in the discounted monthly rate.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 08-058**

DESCRIPTION: Contract for New 3, 5, 7 and 10 Mbps Metro Optical Ethernet (MOE) Bandwidth Profile Service in Omaha, NE

CONTRACT AVAILABILITY: Effective from October 18, 2008, through September 30, 2009

CONTRACT EXPIRATION DATE: 12-, 24-, 36- or 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for new 3, 5, 7 and 10 Mbps Metro Optical Ethernet (MOE) Bandwidth Profile Service located in Omaha, NE and purchased on a 12-, 24-, 36- or 60-month Pricing Plan. Recurring rates for the 3, 5, 7 and 10 Mbps MOE Bandwidth Profile will be billed at the rates set forth below. The discounted 12-, 24-, 36- or 60-month Pricing Plan monthly rates will be frozen from Company-initiated rate changes for the entire Pricing Plan selected by the customer.

Discounted monthly rates for 3, 5, 7 and 10 Mbps MOE Bandwidth Profile:

BANDWIDTH PROFILE	12- MONTH	24-MONTH	36-MONTH	60-MONTH
3 Mbps	\$338.44	\$320.63	\$302.81	\$285.00
5 Mbps	418.00	396.00	374.00	352.00
7 Mbps	532.00	504.00	476.00	448.00
10 Mbps	684.00	648.00	612.00	576.00

Initially, this offering is only available as a 12-, 24-, 36- or 60-month pricing plan, with a minimum service period for all pricing plans of 12 months. Once the customer has completed one of the above pricing plans, they can either choose a new pricing plan or their service will revert to the month-to-month rates as set forth below:

BANDWIDTH PROFILES	3 MBPS	5 MBPS	7 MBPS	10 MBPS
Month-to Month Rates	\$356.25	\$440.00	\$560.00	\$720.00

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-058 (Cont'd)

This offering contemplates the use of existing facilities, therefore there may be occasions where one or more of the Bandwidth Profile options are not available due to facilities limitations.

The following eligibility criteria must be met in order to receive this Contract Offer:

- This service must be installed at one of the following 32 addresses in the greater Omaha, Nebraska Metro Area
 - 6622 S. 13th St., Omaha, NE
 - 1400 Dodge St., Omaha, NE
 - 1398 Capitol Ave., Omaha, NE
 - 9140 W. Dodge Rd., Omaha, NE
 - 515 S. 15th St., Omaha, NE
 - 14th St., and Dodge St., Omaha, NE
 - 1119 N. 90th St., Omaha, NE
 - 10918 Emiline St., La Vista, NE
 - 2625 S. 140th St., Omaha, NE
 - 102 E. Cary, Papillion, NE
 - 1016 Douglas, Omaha, NE
 - 16821 Audrey, Omaha, NE
 - 625 S. Pine St., Valley, NE
 - 3353 L St., Omaha, NE
 - 101 E. Centennial Rd., Papillion, NE
 - 1103 Galvin Rd., Bellevue, NE
 - 3612 Cumming St., Omaha, NE

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-058

The following eligibility criteria must be met in order to receive this Contract Offer:

- This service must be installed at one of the following 32 addresses in the greater Omaha, Nebraska Metro Area (Cont'd)
 - 7831 Wakeley Plz., Omaha, NE
 - 220 N 89th St., Omaha, NE
 - 105 S. 90th St., Omaha, NE
 - 7831 Chicago Ct., Omaha, NE
 - 10101 Maple St., Omaha, NE
 - 2255 S. 132nd St., Omaha, NE
 - 2734 N., 61st St., Omaha, NE
 - 8074 S., 84th St., La Vista, NE
 - 2206 Harvell Dr., Bellevue, NE
 - 1130 S. 204th St., Elkhorn, NE
 - 7308 S., 142nd St., Omaha, NE
 - 2201 W. Broadway, Council Bluffs, IA
 - 1309 Harlan Dr., Bellevue, NE
 - 201 Ridge St., Council Bluffs, IA
 - 411 E. Broadway, Council Bluffs, IA
- This must be new 3, 5, 7 and 10 Mbps Metro Optical Ethernet (MOE) Bandwidth Profile Service.

When the entire service or a portion of the service is disconnected prior to the expiration of the pricing plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-059

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from October 18, 2008, through November 18, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed on a 36-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

Monthly rates for Synchronous Service Transport Service:

- Monthly Recurring Rates \$4,516.25

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have an existing SST OC12 being renewed for 36 months.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-060

DESCRIPTION: Contract for Analog Private Line, DS0, DS1, DS3, Digital Data Service (DDS), Synchronous Service Transport (SST), Self Healing Network Service (SHNS), GeoMax and Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from October 18, 2008, through December 18, 2008.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract provides for a discount associated with the customer's aggregate revenue commitment for the following contributory services: analog private line, DS0, DS1, DS3, DDS, SST, SHNS, GeoMax, MOE, and the multiplexing and Self Healing Alternate Route Protection services. This contract will terminate on either November 1, 2009 or the termination date of the customer's contributory services whichever date comes first.

Terms and Conditions

- Discounts contained in this contract tariff are based on monthly revenue collected on the 1st of each month.
- As of the effective date of this contract the customer must have at least a minimum count of 5,439 DS1 circuits and 182 DS3 circuits.
- As of the effective date of this contract the customer must not exceed the maximum count of 7,615 DS1 circuits and 215 DS3 circuits.
- The customer's DS1 and DS3 services must be under the Company's Regional Commitment Program.
- The customer's must commit to purchasing a minimum spend of \$14,409,689.00 of Contributory Services. Contributory Services include: analog private line, DS0, DS1, DS3, DDS, SST, SHNS, MOE and the multiplexing and Self Healing Alternate Route Protection Services that are part of those services.
- If the customer fails to meet its minimum spend, the Company will not provide an Annual Incentive for the term.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-060 (Cont'd)

ANNUAL INCENTIVE:

The customer is eligible for the Annual Incentive only if the customer exceeds the \$14,409,689.00 minimum spend for the term. Contributory Charges exceeding a maximum spend of \$16,468,215.00 are not eligible for the Annual Incentive.

The formula for the discount available under this contract is: Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive percentage.

The Annual Incentive will apply as follows:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT END OF TERM		ANNUAL INCENTIVE PERCENTAGE
From: \$14,409,689.00	to \$15,095,863.00	10%
From: \$15,095,864.00	to \$15,782,039.00	15%
From: \$15,782,040.00	to \$16,468,215.00	20%

The Annual Incentive is applied against Recipient Services which are those Contributory Charges generated during the term that are eligible for pricing flexibility in Phase I and II MSAs wire centers . The credits are applied only if the customer has no Contributory Charges, shortfall charges and/or termination charges in arrears.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-061

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from November 7, 2008, through December 7, 2008.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for fourteen GeoMax circuits purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$34,230.50

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must order two GeoMax Premise Nodes, one GeoMax CO node, eight Protected Gigabit Ethernet ports, six Unprotected OC12 ports, eighteen Synchronous Service Transport (SST) DS3 ports and four SST Central Office Connecting Channel.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-062

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from November 7, 2008, through December 7, 2008.

CONTRACT EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 24-month Pricing Plan. Monthly rates for the SHNS Ring will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 24-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$28,635.60

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing SHNS Ring where facilities already exist in the Minneapolis – St. Paul, Minnesota MSAs of Orchard (GLVYMNOR), Minneapolis (MPLSMNDT) and Market (STPLMNMK).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-063

DESCRIPTION: Contract for the Renewal of GeoMax Service

CONTRACT AVAILABILITY: Effective from December 5, 2008, through January 4, 2009.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of a GeoMax Service purchased at regular and discounted 60-month Pricing Plan rates as set forth in Sections 7 and 17, preceding. This 60-month Pricing Plan will be purchased one base year or 12-months at a time over a 60-month period at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months.

The Total Monthly Recurring Rates: \$22,142.50

• Discounted Monthly Recurring Rates: \$11,132.50

• Non-Discounted Monthly Recurring Rates: \$11,010.00

Additional ports may be subsequently added to this existing GeoMax Service at the 60-month rate in effect at the time the port is connected. The port will be billed at that rate for one year, at the completion of the year ports not in El Paso County Telephone Company Territory will revert to the discounted rate established with this contract. The ports associated with Schriever AFB located in El Paso Country Telephone Company Territory will not be eligible for the discounted rate since they are not in a Pricing Flexibility Area.

New ports will only be added in locations where existing capacity and facilities are available and that do not require special construction.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-063 (Cont'd)

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be Federal Government.
- The customer's GeoMax Service must have an existing network design that includes Peterson AFB, Cheyenne Mountain AFS, Schriever AFB and with three premise nodes and 19 miles of interoffice facilities.
- The customer's discounted GeoMax service must be served out of the following Colorado Springs, CO MSAs: Colorado Springs Main (CLSPCOMA) and Colorado Springs East (CLSPCOEA).
- The customer's non-discounted GeoMax service must be served out of the El Paso County Telephone Company (ELPSCOXC).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will not apply. However, the components which serve Schriever AFB will be subject to TLA as set forth in Section 7, preceding.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-064

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from December 5, 2008, through January 4, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for three GeoMax circuits with an SST overlay purchased on a 60-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$13,160.50

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's GeoMax service must have premise nodes served out of the Glen Prairie, Minnesota (EDPRMNGP) wire center and a central office node at the Minneapolis, Minnesota (MPLSMNDT) wire center.
- The customer's Geomax service must have mileage of 13 miles or more.
- The customer's Geomax service must have two premise nodes, one central office node, four unprotected OC12 ports and two protected OC3 ports.
- The customer's SST service must have two remote nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-065

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from December 19, 2008, through January 18, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan. Monthly rates for the SHNS Rings will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charges will be billed at the Pricing Flexibility rates in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$10,560.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be upgrading an existing SST OC12 system that terminates in at least two locations that will be on the SHNS ring.

The customer's SST service must be served out of the Omaha, Nebraska wire centers eligible for pricing flexibility.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-066

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from December 19, 2008, through January 18, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one GeoMax circuit with an SST overlay purchased on a 60-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding. Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$21,838.25

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have spent a minimum of \$2,500,000.00 with the Company in 2007.
- The customer must be upgrading from Self Healing Network Service (SHNS).
- The customer's GeoMax service must have two premise nodes and two central office nodes served out of the Arizona wire centers of Pinnacle Peak (PRVYAZPP) and Scottsdale (SCDLAZSH) and mileage of at least nine miles.
- The customer's SST service must have four remote nodes served out of the Arizona wire centers of Pinnacle Peak (PRVYAZPP) and Scottsdale (SCDLAZSH).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-067

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from December 19, 2008, through January 18, 2009.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed on a 60-month pricing plan. A 35% discount will be given off the 60-month rates for one node per each SST OC12 circuit. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST Service must be in the Denver, CO MSA wire centers eligible for pricing flexibility.
- The SST Service must be ordered under a new 60-month fixed price plan within 60 days after the effective date of this contract tariff.
- The customer must order a minimum of four SST OC12 circuits and must have one node on each circuit.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-068

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from December 19, 2008, through January 18, 2009.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed on a 36-month or 60-month pricing plan. A 15% discount will be given off the 36- and 60 - month rates for central office nodes per each SST OC12 circuit. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire pricing plan term. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST Service must be in the Salt Lake City – Ogden, UT MSA wire centers eligible for pricing flexibility.
- The SST Service must be ordered under a new 36 or 60-month fixed price plan within 60 days after the effective date of this contract tariff.
- The customer must have over \$160 million of annual revenue with the Company as verified by Qwest through its reporting methods.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 08-069

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from December 19, 2008, through January 18, 2009

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for four Self-Healing Network Service (SHNS) OC12 Rings purchased on a 60-month Pricing Plan. Monthly rates for the SHNS Rings will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The discounted nonrecurring charges will be billed at the rates set forth below.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$13,241.00
- Nonrecurring Charges \$2,948.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have SHNS in the Phoenix - Mesa, MSA wire centers eligible for pricing flexibility.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-001

DESCRIPTION: Contract for Synchronous Service Transport (SST)

CONTRACT AVAILABILITY: Effective from January 9, 2009, through
February 8, 2009

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed at 60-month Pricing Plan rates. A 4.455% discount will be given off the 60-month rates for the mileage or nodes. The discounted monthly rates for the mileage and nodes will be frozen from Company-initiated rate changes for the length of the Term Plan. All other rate elements and nonrecurring charges will be billed at the rates in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST must be in the Denver - Boulder, Colorado MSA wirecenters eligible for pricing flexibility.
- The SST must be ordered under a new 60-month fixed price plan.
- The SST must have seven or more interoffice miles and two or more nodes.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-002

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from January 9, 2009, through February 8, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for four Metro Optical Ethernet (MOE) circuits at a 100 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for MOE:

- Monthly Recurring Rates \$4,590.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The service configuration must consist of four MOE Ports with a Port speed of 1000 Mbps and the four ports must be ordered at the same time.
- The MOE service must be located in the Arizona MSA wire centers of Phoenix Main (PHNXAZMN), Phoenix Northeast (PHNXAZNE) and Phoenix West, (PHNXAZWE).
- The customer must maintain total revenue with the Company of at least \$165,240.00 during the Term Agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-003

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from January 9, 2009, through February 8, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two Metro Optical Ethernet (MOE) circuits at a 100 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for Both MOE circuits:

- Monthly Recurring Rates \$2,295.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have completed a previous term for MOE of at least 3 years.
- One MOE circuit must be located in the Tucson, Arizona MSA: Tucson Main (TCSNAZMA) wire center and one MOE circuit must be located in the Phoenix-Mesa, Arizona MSA: Phoenix North (PHNXAZNO) wire center.
- The customer must maintain total revenue with the Company of at least \$41,310.00 during the Term Agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-004

DESCRIPTION: Overlay Discount Plan for Mileage on DS3s and a Monthly Incentive Plan on DS3s Associated with an Existing Regional Commitment Plan (RCP)

CONTRACT AVAILABILITY: Effective from February 1, 2009, through March 2, 2009.

CONTRACT EXPIRATION DATE: 44-Months, September 30, 2012

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract is an overlay discount plan for mileage on DS3s and a monthly incentive plan on DS3s, both associated with an existing Regional Commitment Plan (RCP). Upon activation of this contract on February 1, 2009, the overlay plan will continue for 44-months, purchased co-terminus with the 48-month RCP in progress. This contract will terminate at the end of the 44-months term, however the customer may terminate this contract at any time after February 1, 2010 or starting one year after the effective date of this contract tariff. The nonrecurring charges will be billed at the Pricing Flexibility rates set forth in Sections 7 and 17, preceding.

A. Overlay Plan Commitment:

- The Minimum Commitment will be established as follows:
 - The customer's total February 2009 billing for all RCP DS3s, less 4% will set the floor.
 - Once the minimum commitment, floor, is established, the customer must at least bill the floor for all RCP DS3s in order to receive the special mileage pricing[1] set forth below:

	Over 0 to 8 Miles	Over 8 to 25 Miles	Over 25 to 50 Miles	Over 50 to 200 Miles	Over 200 Miles
Fixed Mileage:	\$310.00	\$320.00	\$350.00	\$350.00	\$350.00
Per Mile:	49.00	49.10	50.00	50.00	53.00

[1] The Special Mileage Pricing will only be applied to RCP DS3s located in Price Flex Phase II MSAs.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-004

A. Overlay Plan Commitment:

- The Minimum Commitment will be established as follows (Cont'd):
 - The customer will receive the special mileage pricing for the first month this contract is in effect. After the minimum commitment is established, if the customer fails to meet this commitment the Company will bill the customer a Mileage Shortfall Charge.

The Mileage Shortfall Charge will be an amount equal to the result of: 1) the total fixed mileage and per mile charges that the customer would have incurred if the DS3 month-to-month fixed mileage and per mile charges as set forth in Section 17, preceding, had been used for each of the Price Flex DS3 mileage charges during the shortfall month minus 2) the charges that the customer actually incurred using the special mileage pricing set forth above.

B. Overlay Monthly Incentive:

- After the Minimum Commitment for mileage is established, the customer is eligible to receive discounts equal to the Monthly Incentive only in months in which the customer exceeds the Minimum Commitment. The Company will not provide a Monthly Incentive for any month in which the customer's Price Flex DS3 mileage charges do not meet or exceed the Incentive Floor, nor will the Company provide a Monthly Incentive until the Minimum Commitment is established. The Incentive Floor is an amount equal to the result of the customer's RCP DS3 Charges multiplied by 1.07.
- RCP DS3 Charges exceeding the Maximum Contribution set forth, below, are not eligible for the Monthly Incentive. The Maximum Contribution is an amount equal to the result of RCP DS3 Charges multiplied by 1.27. The Monthly Incentive is calculated using the incremental RCP DS3 Charges that exceed the Incentive Floor. The formula for the Monthly Incentive is:
 - Monthly Incentive = (either the actual RCP DS3 Charges achieved in a month or Maximum Contribution, whichever is less, minus the Incentive Floor) x the applicable Monthly Incentive Percentage. The various monthly Contributory Charge ranges and associated Monthly Incentive Percentage are shown in the table below.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-004

B. Overlay Monthly Incentive:(Cont'd)

MONTHLY INCENTIVE TABLE

RCP DS3 Charges Achieved in the Month	Monthly Incentive Percentage
- From the Incentive Floor to the Incentive Floor x 1.05	10%
- From \$0.01 + (the Incentive Floor x 1.05) to the Incentive Floor x 1.10	15%
- From \$0.01 + (the Incentive Floor x 1.10) to the Incentive Floor x 1.15	20%
- From \$0.01 + (the Incentive Floor x 1.15) to the Maximum Contribution	25%

C. Overlay Monthly Incentive Application:

- The Company will apply credits equal to the Monthly Incentive but only against those RCP DS3 Charges generated during the term that are eligible for Phase I and Phase II Pricing Flexibility. The Company will apply the credits only if the customer has:
 - No shortfall charges
 - No termination charges
 - No payments in arrears

D. Overlay Eligibility:

- The customer must have an existing Regional Commitment Plan (RCP) that went into effect October 1, 2008.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-005

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from January 31, 2009, through
March 2, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two Metro Optical Ethernet (MOE) circuits at a 100 Mbps Bandwidth Profile with a Port speed of 10/100 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for MOE:

- Monthly Recurring Rates \$2,295.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The MOE service must be located in the Arizona MSA wire centers of McClintock (TEMPAZMC) and Phoenix Main (PHNXAZMA).
- The service configuration must consist of two ports with a port speed of 10/100 Mbps and a Bandwidth Profile of 100 Mbps.
- The customer must maintain total revenue with the Company of at least \$82,620.00 during the Term Agreement.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-006

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from January 31, 2009, through
March 2, 2009

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of two Metro Optical Ethernet (MOE) circuits at a 200 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 12-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 12-month term.

Discounted Monthly Rate for MOE:

- Monthly Recurring Rates \$3,240.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The MOE service must be located in the Arizona MSA wire centers of Scottsdale (SCDLAZMA) and Phoenix Main (PHNXAZMA).
- The customer must have the MOE circuits on a 36-month term contract that is about to expire.
- The customer must also have a 10GB GeoMax Service in Scottsdale and Phoenix.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-007

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from February 14, 2009, through
March 16, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract upgrades one Metro Optical Ethernet (MOE) circuit to a 600 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term.

Discounted Monthly Rate for MOE:

- Monthly Recurring Rates \$3,277.60

The following eligibility criteria must be met in order to receive this Contract Offer:

- The MOE service must be located in the Greeley, CO (GRELCOMA) MSA wire center.
- The customer must be upgrading the Bandwidth Profile on an existing MOE circuit from 500 Mbps to 600 Mbps.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-008

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from February 14, 2009, through March 16, 2009

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of four Self-Healing Network Service (SHNS) OC12 Rings purchased on a 60-month Pricing Plan. Monthly rates for the SHNS Rings will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months.

Exception: SHNS Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 Ring:

- Monthly Recurring Rates \$9,582.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing an existing SHNS Service.
- The customer's SHNS service must be in the Des Moines, Iowa wire centers eligible for pricing flexibility.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-009

DESCRIPTION: Contract for GeoMax

CONTRACT AVAILABILITY: Effective from February 14, 2009, through
March 16, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one GeoMax circuits purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$7,410.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have a full gigabyte GeoMax circuit in the Denver MSA wire centers of Castlerock (CSRKCONM) and Aberdeen (ENWDCOAB).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-010

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from February 14, 2009, through
March 16, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two Metro Optical Ethernet (MOE) circuits at a 100 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for 2 MOE Circuits:

- Monthly Recurring Rates \$52,908.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The two MOE circuits must be located in the Des Moines, Iowa MSA: Ankeny (ANKNIACO) wire center.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-011

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from February 14, 2009, through
March 16, 2009

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for four Metro Optical Ethernet (MOE) circuits at a 100 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 60-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for four MOE Circuits:

- Monthly Recurring Rates \$3,800.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must order four MOE circuits with two of the circuits located in the Denver, Colorado MSA wire centers of Sullivan (DNVRCOSL) and two circuits in Arvada (ARVDCOMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-012

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from February 21, 2009, through
March 23, 2009

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of two Metro Optical Ethernet (MOE) circuits at a 50 Mbps Bandwidth Profile with a Port speed of 1,000 Mbps purchased on a 12-month Pricing Plan. The customer will receive the MOE Bandwidth Profiles at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 12-month term. All other rate elements and nonrecurring charges and will be billed at the respective 12-month rates set forth in Sections 8, preceding.

Discounted Monthly Rate for MOE Bandwidth Profiles:

- Monthly Recurring Rates \$2,989.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have existing MOE service under another 12-month Pricing Plan that is due to expire.
- The MOE service must be located in the Arizona MSA wire centers of Phoenix Main (PHNXAZMN) and Scottsdale (SCDLAZMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA), as set forth in Section 8, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-013

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from February 21, 2009, through
March 23, 2009

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of one GeoMax Service purchased on a 36-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$26,565.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's existing GeoMax Service must have been originally installed prior to November, 2005.
- The customer's GeoMax Service must be in the Colorado MSA wire centers of Denver Main (DNVRCOMA) and Highlands Ranch (LTTNCOHL) and remain installed for a minimum of 24 months.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-014**

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC192

CONTRACT AVAILABILITY: Effective from February 21, 2009, through March 23, 2009

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Self-Healing Network Service (SHNS) OC192 purchased on a 36-month Pricing Plan. A 72.51% discount will be applied to the applicable monthly recurring charges for the mileage, nodes and Ring Mux Ports. The discount applies to a single order for SHNS OC192 and will not apply for additional orders for SHNS OC192 at the same location or other locations. All other rate elements will be billed at the applicable rates set forth in Sections 15 and 17, preceding.

The 72.51% discount will apply to Ring Mux Ports that the customer may have or add to this specific SHNS OC192 service during the 36-month term.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's SHNS OC192 must be in the Denver Colorado MSA wire centers eligible for pricing flexibility.
- The SHNS OC192 must be ordered under a new 36-month Pricing Plan within 60 days after the effective date of this contract tariff.
- The SHNS OC192 must have 54 or more interoffice miles and four or more Hub nodes.
- The OC12 Access Ring Mux Ports must remain installed for a minimum of twelve consecutive months before the customer is allowed to request changes to such Ports.
- The customer must have over \$40 million of annual revenue with the Company.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-015

DESCRIPTION: Contract for HDTV-Net Service

CONTRACT AVAILABILITY: Effective from March 11, 2009, through April 10, 2009

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for two HDTV-Net circuits, purchased on a 60-month Pricing Plan. Monthly rates for the HDTV-Net Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Recurring Rate for HDTV-Net Service:

- Monthly Recurring Rates \$3,538.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have two HDTV-Net Circuits in the Minneapolis – St. Paul, Minnesota Price Flex wire centers of Eden Prairie (EDPRMNEP) and Shoreview (SHVWMNRI).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-016

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from March 27, 2009, through April 26, 2009.

CONTRACT EXPIRATION DATE: 44-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract replaces a 36-month GeoMax Pricing Plan with a 44-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 44-month term. All nonrecurring charges will be billed at the respective rates set forth in Sections 7 and 17, preceding.

The termination liability charges from the original 36-month GeoMax contract will be waived.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$26,592.00

Provided the customer is in compliance with its obligations under this contract, the customer will receive the third month of service free in the form of a credit on the third bill. In no event will the credit exceed the discounted monthly recurring rate shown above.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have completed an existing 36-month GeoMax term and be replacing the existing contract with a new 44-month term agreement.
- The customer's original GeoMax circuits must have been in place since 2005.
- The customer's GeoMax service must be served out of the Minneapolis – St. Paul, Minnesota MSA wirecenters of 7th Avenue (MPLSMN07) and Lexington (EAGNMNLB).
- The customer must spend at least \$1,116,864.00 with the Company over the term of this contract.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-017

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from March 27, 2009, through April 26, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for four GeoMax circuits purchased under a 60-month Pricing Plan. Monthly rates for the GeoMax Service will be billed at the rates set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-month term. All nonrecurring charges will be billed at the respective rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Service:

- Monthly Recurring Rates \$23,779.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's GeoMax service must include one Premise Node, one CO Node, two NACs, 22 Transport Channels, two OC3 Ports, two Gigabit Ethernets and four LAN PHY Ethernets.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-018

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from April 8, through May 8, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC3 and OC48 Service billed on a 60-month pricing plan. A 40% discount will be given off the 60-month rates for SST OC3 nodes and mileage. A 41% discount will be given off the 60-month rates for SST OC48 nodes and mileage. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months and will apply to the order for service specified in this contract and will not apply to additional orders for service. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST Service must be located in the Seattle-Bellevue-Everett or Tacoma, Washington MSA wire centers eligible for pricing flexibility.
- The SST Service must be ordered under a new 60-month fixed price plan within 90 days after the effective date of this contract tariff.
- The customer must have annual revenue of at least \$85 million with Qwest.
- The customer must order one OC48 SST and a minimum of ten up to a maximum of sixteen OC3 SST systems. Each OC48 SST and OC3 SST must have one node.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-019**

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from June 27, 2009 through July 27, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for Synchronous Service Transport (SST) OC12 Service billed on a 60-month pricing plan. A 40% discount will be given off the 60-month rates for SST OC12 nodes and mileage. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months and will apply to the order for service specified in this contract and will not apply to additional orders for service. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The SST service must be in either Provo-Orem, Utah or the Salt Lake City, Utah MSA wire centers eligible for pricing flexibility. The customer must order one SST OC12 in a Provo-Orem, Utah MSA wire center and one in a Salt Lake City–Ogden, Utah MSA wire center with at least one node on each system.
- The SST Service must be ordered under a new 60-month fixed price plan within 60 days after the effective date of this contract tariff.
- The customer must have annual revenue of at least \$15 million with Qwest.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-020

DESCRIPTION: Contract for Synchronous Service Transport Service (SST)

CONTRACT AVAILABILITY: Effective from April 11, through May 11, 2009.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for renewal of Synchronous Service Transport (SST) OC12 Service billed on a 36-month Pricing Plan rates set forth below. The monthly rates will be frozen from Company-initiated rate changes for the entire 36-months.

Monthly rates for Synchronous Service Transport Service:

- Monthly Recurring Rates \$4,215.56

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing SST Service at the same discount as previously provided.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-021

DESCRIPTION: Contract for DS1 Circuits

CONTRACT AVAILABILITY: Effective from April 25, through
May 25, 2009.

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for renewal of 31 DS1 Circuits purchased on a 24-month Pricing Plan at the discounted rates set forth below. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes.

- Monthly Recurring Rates \$7,644.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have a monthly spend with Qwest Corporation of at least \$250,000.
- The customer must contract at least 31 DS1 Channel Terminations that terminate in the Iowa wire centers of Des Moines, IA (DESMIADT) and Ashworth (DESMIAAW).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-022

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from April 25, through
May 25, 2009.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of one DS3 circuit on a 60-month Pricing Plan.. Monthly rates for the DS3 will be billed at the 60-month Pricing Plan rates set forth in Sections 7 and 17, preceding.

Monthly rates for DS3

- Monthly Recurring Rates \$1,680.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have a monthly spend with Qwest Corporation of at least \$250,000.00.
- The DS3 must be built on an existing fiber system which has been in place over 5 years.
- The DS3 must be renewed in conjunction with a new Qwest SONET system of OC3 bandwidth or greater.
- The customer must order DS3 Channel Termination, DS3 SHARP, and DS3 Multiplexor. The DS3 must be in the Ashworth, Iowa MSA wire center.

Sixty days prior to the conclusion of the thirty-sixth month of service the customer may notify the Company that they want to cancel the service without penalty or shortfall. If the customer does not notify Qwest the customer will have waived this right and the agreement will remain in place for the duration of the sixty month term. If the customer doesn't cancel service prior to the thirty-six month of service then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply for disconnection of the entire service or a portion of the service prior to the expiration of the fixed period service rate plan

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-023

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from June 27, 2009 through July 27, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one DS3 circuit purchased on a 60-month Pricing Plan. The monthly and nonrecurring rates for the DS3 will be billed at the discounted rates below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months.

Discounted rates for DS3:

- Monthly Recurring Rates \$266.73
- Nonrecurring Charges \$347.71

The following eligibility criterion must be met in order to receive this contract offer.

- The customer must be Federal Government.
- Service must be located in the Colorado Springs, Colorado Price Flex MSA wirecenter (CLSPCOMA).

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-024

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from June 27, through July 27, 2009.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two DS3 circuit purchased on a 60-month Pricing Plan. The monthly rates for the DS3 will be billed at the discounted rates below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring rates will be waived.

Discounted rates for DS3:

- Monthly Recurring Rates \$3,521.00

The following eligibility criterion must be met in order to receive this contract offer.

- The customer must be Federal Government.
- Service must be located in the Utah Price Flex MSA wire centers of Salt Lake City Main (SLKCUTMA) and Clearfield Layton (CLFDUTMA).

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-025

DESCRIPTION: Contract for DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from June 27, through
July 27, 2009.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for 18 DS1 circuits and 3 DS3 circuits purchased on a 60-month Pricing Plan. The monthly rates for the DS1 and DS3 will be billed at the discounted rates below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring rates will be waived.

Discounted rates for DS1 and DS3:

- Monthly Recurring Rates \$6,736.63

The following eligibility criterion must be met in order to receive this contract offer.

- The customer must be Federal Government.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-026

DESCRIPTION: Contract for DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from July 31, 2009, through August 30, 2009.

CONTRACT
EXPIRATION DATE: April 16, 2013

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for 116 DS1 circuits and 8 DS3 circuits purchased on a 60-month Pricing Plan. The monthly rates for the DS1 and DS3 will be billed at the discounted rates below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. The nonrecurring charges will be billed at the Pricing Flexibility rates set forth in Sections 7 and 17, preceding.

Discounted rates for DS1 and DS3:

- Monthly Recurring Rates \$79,579.00[1]

The following eligibility criterion must be met in order to receive this contract offer.

- The customer must purchase an OC48 SHNS ring in combination with at least 8 DS3 circuits and 116 DS1 circuits.
- The SHNS ring must have a configuration of five nodes consisting of two hub nodes and three access nodes.
- The DS3 service configuration must consist of channel terminations and mileage of not less than 5 miles per circuit while the DS1 configuration must consist of channel terminations and mileage of not less than one mile per circuit.
- The service must be in the Phoenix - Mesa, Arizona, MSA wirecenters of Sunnyslope (PHNXAZSY) and Thunderbird (SCDLAZTH).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

[1] Total reflects the increase of the discounted rates from the 1st, 2nd, 3rd, 4th and 5th amendments following.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-026 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: November 20, 2009

AMENDMENT
AVAILABILITY: Effective from November 20, 2009, through
December 20, 2009

This contract amendment is for additional DS1 Channel Terminations and Mileage which result in an increase in the discounted monthly rates. The new service is coterminous with the existing service and will terminate at the same time as the existing service.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-026 (Cont'd)

2ND AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: February 2, 2010

AMENDMENT
AVAILABILITY: Effective from February 2, 2010, through
March 4, 2010

This contract amendment is for additional DS1 Channel Terminations and Mileage which result in an increase in the discounted monthly rates. The new service is coterminous with the existing service and will terminate at the same time as the existing service.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

3RD AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: June 16, 2010

AMENDMENT
AVAILABILITY: Effective from June 16, 2010, through
July 16, 2010

This contract amendment is for additional DS1 Channel Terminations and Mileage which results in an increase in the discounted monthly rates. The new service is coterminous with the existing service and will terminate at the same time as the existing service.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-026 (Cont'd)****4TH AMENDMENT TO THIS CONTRACT TARIFF**

AMENDMENT
EFFECTIVE DATE: February 12, 2011

AMENDMENT
AVAILABILITY: Effective from February 12, 2011, through
March 14, 2011

This contract amendment is for additional DS3 Channel Terminations and Mileage which result in an increase in the discounted monthly rates. The new service is coterminous with the existing service and will terminate at the same time as the existing service.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

5TH AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: March 26, 2011

AMENDMENT
AVAILABILITY: Effective from March 26, 2011, through
April 25, 2011

This contract amendment is for additional DS1 Channel Terminations and Mileage which result in an increase in the discounted monthly rates. The new service is coterminous with the existing service and will terminate at the same time as the existing service.

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-027**

DESCRIPTION: Contract for an Aggregate DS1 and DS3 Service Commitment

CONTRACT AVAILABILITY: Effective from October 8, 2009 through November 7, 2009.

CONTRACT EXPIRATION DATE: 12 months

AVAILABLE MSAs: MSAs identified in Section 23

This contract provides for a discount associated on the customer's Contributory Services, DS1 and DS3. This contract will continue until 12 months after the effective date of this contract or the termination of the customer's DS1 and DS3 services. Upon the expiration of the term, the contract will terminate.

Contributory Charges means the customer's monthly recurring charges for the Contributory Services billed in the Qwest Integrated Access Billing Services. Qwest will calculate the customer's actual Contributory Charges at the end of the term.

Eligibility:

- The customer is eligible for the Annual Incentive pursuant to the table below. The customer's Minimum Spend is \$1,079,036.00 and Contributory Charges exceeding the Maximum Contribution of \$1,294,843.00 are not eligible for the Annual Incentive.

ANNUAL INCENTIVE:

The formula for the dollar discount available under this contract is:

Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive Percentage.

ANNUAL INCENTIVE TABLE:

	ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT THE END OF TERM	ANNUAL INCENTIVE PERCENTAGE
From	\$1,079,036.00 to \$1,132,988.00	15%
From	\$1,132,989.00 to \$1,186,939.00	20%
From	\$1,186,940.00 to \$1,240,891.00	25%
From:	\$1,240,892.00 to \$1,294,843.00	30%

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100 CenturyLink Drive
Monroe, Louisiana 71203

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-027 (Cont'd)

Application:

The Annual Incentive is applied only against those Contributory Charges generated during the term that are eligible for Pricing Flexibility in Phase I or II MSAs and wire centers. The credits are applied only if the customer has no Contributory Charges, shortfall charges and termination charges in arrears. Qwest will apply the Annual Incentive to the customer's account within 90 days after the expiration of the term.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-028

DESCRIPTION: Contract for an DS3 Service

CONTRACT AVAILABILITY: Effective from October 8, 2009 through November 7, 2009.

CONTRACT EXPIRATION DATE: 36 months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of DS3 circuits on a 36-month Pricing Plan.. Monthly rates for the DS3 will be billed at the 36-month Pricing Plan rates set forth in Sections 7 and 17, preceding.

Discounted monthly rates for DS3:

- Monthly Recurring Rates \$6,029.50

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's Contributory Services must equal or exceed a monthly revenue commitment of \$166,667.00 during each monthly billing cycle of the Commitment Term. The Commitment Term is the 19 month period following the effective date of this contract.

Contributory Charges means the following services provided by the Company:

- Switched business communications services (Centrex and Centron),
- Complex access services (analog trunks, Digital Switched Services (DSS), ISDN Services, Uniform Access Solution and Self Healing Alternate Route Protection),
- Access line services (business local exchange lines),
- LAN/WAN services (LAN switching services, business DSL, intra-LATA ATM and intra-LATA Frame Relay),
- Private Line services (Digital Data Service and Private Line),
- Other services (Call Reports, Contract Toll and Directory Services).

If the customer terminates this agreement on or before the expiration of the contract term then the customer will pay an early termination charge equal to 100% of the revenue commitment times the number of months remaining in the Commitment Term.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-029

DESCRIPTION: Contract for an DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from October 8, 2009 through November 7, 2009.

CONTRACT EXPIRATION DATE: 12 months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for DS1 and DS3 circuits purchased on a 12-month Pricing Plan. A 15% discount will be given off the 12-month Phase 1 rates for DS1 Channel Terminations and a 25% discount will be given off the Phase 2 rates for DS1 Channel Terminations and Mileage. A 20% discount will be given off the Phase 1 rates for DS3 Channel Terminations while a 30% discount will be given off the Phase 2 rates for DS1 Channel Terminations and Mileage. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 12-months. The nonrecurring charges will be billed at the Pricing Flexibility rates set forth in Sections 7 and 17, preceding.

The following eligibility criterion must be met in order to receive this contract offer.

- The customer must have been a customer of the Company for over 25 years with an annual spend of approximately \$10 million in Qwest Corporation services.
- The customer must also subscribe to SST and SHNS services with at least 21 Nodes, 67 ports and 97 miles.
- The service must be provisioned in the following MSA wire centers:
Phoenix–Mesa, AZ (Main - PHNXAZMA, North - PHNXAZNO, and Southeast - PHNXAZSE)
Chandler, AZ (Main - CHNDAZMA)
Albuquerque, NM (Main - ALBQNMMA)
Portland, OR (Capital – PTLDOR69, Belmont – PTLDOR13)
Seattle-Bellevue-Everett, WA (Bellevue-Glencourt – BLLVWAGL, Elliott – STTWAEEL, Renton - RNTNWA01, Seattle–Main – STTLWA06)
Spokane, WA (Riverside – SPKNWA01)
Tacoma , WA (Tacoma-Fawcett - TACMWAFWA)

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-030**

DESCRIPTION: Contract for an DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from October 8, 2009 through November 7, 2009.

CONTRACT
EXPIRATION DATE: 12 months

AVAILABLE MSAs: MSAs identified in Section 23

This contract provides for a discount associated with a customer's aggregate revenue commitment for Contributory Services. Contributory Services means DS1 and DS3 Services.

Eligibility:

- The customer's minimum spend is \$13,995,135.00. Contributory Charges exceeding \$16,794,162.00 are not eligible for the Annual Incentive. The Annual Incentive is calculated using the incremental Contributory Charges that exceed the Minimum Spend.

ANNUAL INCENTIVE:

The formula for the dollar discount available under this contract is:

Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive Percentage.

ANNUAL INCENTIVE TABLE:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT THE END OF TERM	ANNUAL INCENTIVE PERCENTAGE
From \$13,995,135.00 to \$14,694,892.00	15%
From \$14,694,893.00 to \$15,394,649.00	20%
From \$15,394,650.00 to \$16,094,406.00	22%
From: \$16,094,407.00 to \$16,794,162.00	25%

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-030 (Cont'd)

Application:

The Annual Incentive is applied only against those Contributory Charges generated during the term that are eligible for Pricing Flexibility in Phase I or II MSAs and wire centers. The credits are applied only if the customer has no Contributory Charges, shortfall charges and termination charges in arrears. Qwest will apply the Annual Incentive to the customer's account within 90 days after the expiration of the term.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-031**

DESCRIPTION: Contract for an DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from October 08, 2009 through November 07, 2009.

CONTRACT EXPIRATION DATE: 12 months

AVAILABLE MSAs: MSAs identified in Section 23

This contract provides for a discount associated with a customer's aggregate revenue commitment for Contributory Services. Contributory Services means DS1 and DS3 Services.

Eligibility:

- The customer's minimum spend is \$1,687,979.00. Contributory Charges exceeding \$2,025,574.00 are not eligible for the Annual Incentive. The Annual Incentive is calculated using the incremental Contributory Charges that exceed the Minimum Spend.

ANNUAL INCENTIVE:

The formula for the dollar discount available under this contract is:

Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive Percentage.

ANNUAL INCENTIVE TABLE:

	ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT THE END OF TERM	ANNUAL INCENTIVE PERCENTAGE
From	\$1,687,979.00 to \$1,772,378.00	15%
From	\$1,772,379.00 to \$1,856,777.00	20%
From	\$1,856,778.00 to \$1,941,175.00	25%
From:	\$1,941,176.00 to \$2,025,574.00	30%

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-031 (Cont'd)

Application:

The Annual Incentive is applied only against those Contributory Charges generated during the term that are eligible for Pricing Flexibility in Phase I or II MSAs and wire centers. The credits are applied only if the customer has no Contributory Charges, shortfall charges and termination charges in arrears. Qwest will apply the Annual Incentive to the customer's account within 90 days after the expiration of the term.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-032**

DESCRIPTION: Contract for an Aggregate DS1 Service Commitment

CONTRACT AVAILABILITY: Effective from November 20, 2009 through December 20, 2009.

CONTRACT EXPIRATION DATE: December 31, 2018

AVAILABLE MSAs: MSAs identified in Section 23 in this Tariff

This contract provides for credits and incentive discounts associated with the customer's aggregate DS1 service commitment. This contract tariff will become effective on November 20, 2009 and terminate/expire on December 31, 2018.

ELIGIBILITY:

In order to be eligible to subscribe to this contract tariff, the following conditions must be met:

- As of November 20, 2009, the customer must have entered into an agreement to purchase QMOE from the Company in the following three metro area markets (the "Eligible Markets"): Phoenix and Tucson, Arizona; Denver and Colorado Springs, Colorado; and Salt Lake City, Utah (the "Agreement"); and
- The customer must have been invoiced a minimum of \$39,000,000.00 in aggregate for analog private line, DS0, DS1, DS3, Synchronous Service Transport (SST), Self Healing Network Services (SHNS), GeoMax and Metro Optical Ethernet (MOE/QMOE) for the period between November 20, 2008 and November 20, 2009.

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100 CenturyLink Drive
Monroe, Louisiana 71203

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-032 (Cont'd)

CREDITS:

- The Pre-Deployment Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to two, of DS1 circuits installed after November 20, 2009 at any site in the Eligible Markets to which the Company is committed to provide, but has not yet deployed, QMOE pursuant to the Agreement. The Pre-Deployment Credit is calculated as of each January 1 and July 1 during the term of this contract tariff, and applied to the relevant accounts within 61 days thereafter. The Pre-Deployment Credit will terminate with respect to DS1 circuits at a site on the day immediately prior to the date QMOE is deployed at such site.
- The Post-Deployment Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to five, of DS1 circuits installed at sites in the Eligible Markets on the date upon which QMOE is deployed at such site pursuant to the Agreement. If customer disconnects any DS1 circuits at a site following the date upon which QMOE is deployed at such site and subsequently orders any new DS1 circuit(s) at such site, such new DS1 circuit(s) will not be eligible for the Post-Deployment Credit. The Post-Deployment Credit is calculated as of each January 1 and July 1, and applied to the relevant accounts or, if the accounts have been terminated, then to other eligible accounts, within 61 days thereafter, during the term of this contract tariff with respect to each site until the service term for QMOE at such site expires or is terminated, at which time the DS1 circuits at the site will no longer be eligible for the Post-Deployment Credit. The Post-Deployment Credits for DS1 circuits at a site will apply for up to eight years from the date the Post-Deployment Credit first applied to DS1 circuits at such site.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-032 (Cont'd)

BASE INCENTIVE DISCOUNT AND GROWTH INCENTIVE DISCOUNT

- The Base Incentive Discount and the Growth Incentive Discount will only apply while customer is subscribed to a RCP or VTPP.
- Base Incentive Discount Eligibility

The customer is eligible for the Base Incentive Discount (as hereinafter-defined) only if the customer had, as of November 20, 2009, at least 7,000 but no more than 8,500 DS1 working circuits at cell sites (1) to which the Company is not committed to provide QMOE pursuant to the Agreement; and (2) where QMOE has not been deployed ("DS1 Contributory Services"). DS1 Contributory Services may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except the discounts established under the customer's Regional Commitment Program (RCP) or Variable Term Pricing Plan (VTPP).

- Growth Incentive Discount Eligibility

The customer is eligible for the Growth Incentive Discount (as hereinafter defined) only if the customer (1) had, as of November 20, 2009, at least 7,000 but no more than 8,500 DS1 Contributory Services, and (2) has been invoiced a minimum of \$8,632,896.00 in aggregate DS1 Contributory Services Charges (as hereinafter defined) during the previous six months. DS1 Contributory Services may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except the discounts established under the customer's RCP or VTPP. "DS1 Contributory Service Charges" means the monthly recurring charges for the customer's DS1 Contributory Services billed during the term of this contract tariff after the application of discounts and exclusion of the following charges:

- (A) Any fractional or partial MRCs;
- (B) Nonrecurring charges;
- (C) Taxes, surcharges, government-related charges, or pass-through charges;
- (D) Shortfall and termination charges;
- (E) Issued credits (except those caused by erroneous billing); and
- (F) Uncollectible charges.

In the event of a merger, acquisition, reorganization, sale of all or substantially all of the customer's assets, purchase by the customer or its affiliates of all or substantially all of a third party's assets, or change in control of the customer, any increase in the monthly recurring charges that results solely from such merger, acquisition, reorganization, sale or purchase of assets, or change of control will be excluded from the DS1 Contributory Service Charges used to calculate the Base Incentive Discount and the Growth Incentive Discount.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-032

BASE INCENTIVE DISCOUNT AND GROWTH INCENTIVE DISCOUNT (Cont'd)

- Bi-Annual Report

The Company will calculate the customer's actual DS1 Contributory Service Charges and charges for non-contributory services bi-annually and will generate a report aggregating all charges included in bills generated during the term of this contract tariff. The report will not reflect order activity involving moves, additions, changes or deletions occurring after the bill date but before the end of the term of this contract tariff. The report will include DS1 Contributory Service Charges and charges for non-contributory services only under the customer's Access Customer Name Abbreviations that Qwest and the customer mutually agree upon.

- The Base Incentive Discount

The "Base Incentive Discount" is a discount that equals the actual DS1 Contributory Service Charges that the Company invoiced customer during the previous six months multiplied by 1%. The Base Incentive Discount is calculated as of each January 1 and July 1 during the term of this contract tariff, and applied to the relevant accounts within 61 days thereafter.

- The Growth Incentive Discount

The "Growth Incentive Discount" is a discount that equals the applicable Growth Incentive Discount Percentage set forth in the table below multiplied by the difference between the actual DS1 Contributory Service Charges that the Company invoiced customer during the previous six months minus \$8,632,896.00.

GROWTH INCENTIVE TABLE:

ACTUAL CHARGES FOR DS1 CONTRIBUTORY SERVICES		GROWTH INCENTIVE DISCOUNT PERCENTAGE	
From: \$8,632,896.00	to \$9,043,986.00	15%	
From: \$9,043,987.00	to \$9,455,076.00	20%	
From: \$9,455,077.00	to \$9,866,166.00	25%	
From: \$9,866,167.00	and Above	30%	

The Growth Incentive Discount is calculated as of each January 1 and July 1 during the term of this contract tariff, and applied to the relevant accounts within 61 days thereafter.

ACCESS SERVICE

24. CONTRACT TARIFFS

**24.2 CONTRACT NO. 09-032
BASE INCENTIVE DISCOUNT AND GROWTH INCENTIVE DISCOUNT (Cont'd)**

- Application of Credits and Discounts

The Pre-Deployment Credit, the Post-Deployment Credit, the Base Incentive Discount and the Growth Incentive Discount will be applied only to those DS1 service charges generated during the term of this contract tariff that are eligible for pricing flexibility in Phase I and II MSA wire centers, without regard to whether the DS1 service is provided at the customer's cell site location. The Pre-Deployment Credit, the Post-Deployment Credit, the Base Incentive Discount and the Growth Incentive Discount will not apply while customer has undisputed DS1 service charges, shortfall charges or termination charges in arrears for the time period in which such charges are in arrears. The Pre-Deployment Credit, the Post-Deployment Credit, Base Incentive Discount or Growth Incentive Discount may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except that the discounts the customer may receive under an RCP or its VTPP will continue to apply.

- Credit for Termination Liability

So long as there is an effective RCP between the Company and the customer, the Company will waive any and all early termination liability and other charges imposed by the Company upon the customer as a result of the customer's early termination of a DS1 circuit for purposes of migrating to QMOE from such terminated DS1 circuit; provided, however, that customer is not required to terminate such DS1 circuits simultaneously with the deployment of QMOE.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-032 (Cont'd)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from June 25, 2010 through July 25, 2010.

AMENDMENT

EFFECTIVE DATE: June 25, 2010

The customer is subject to the terms and conditions of the aforementioned contract unless specifically revised in this Amendment. This Contract Tariff Amendment introduces the Special Site Credit as set forth below:

- The customer will select 58 cell sites (Special Sites) and the Special Sites will only be eligible for the Special Site Credit. The Special Sites are not eligible to receive any Pre-Deployment Credits or Post-Deployment Credits. The Special Site Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to 1.5, of DS1 circuits installed after November 20, 2009 at the Special Sites in the Eligible Markets. If customer disconnects any DS1 circuits at a Special Site and subsequently orders any new DS1 circuit(s) at such Special Site, such new DS1 circuit(s) will not be eligible for the Special Site Credit. The Special Site Credit is calculated as of each January 1 and July 1, and applied to the relevant accounts or, if the accounts have been terminated, then to other eligible accounts, within 61 days thereafter. The Special Site Credit will terminate on November 20, 2013.
- Application of the Special Site Credit

The Special Site Credit will be applied only to those DS1 service charges generated during the term of this contract tariff that are eligible for pricing flexibility in Phase I and II MSA wire centers, without regard to whether the DS1 service is provided at the customer's cell site location. The Special Site Credit will not apply while the customer has undisputed DS1 service charges, shortfall charges or termination charges in arrears for the time period in which such charges are in arrears. The Special Site Credit may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except that the discounts the customer may receive under an RCP or its VTPP will continue to apply.

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Vice President-Regulatory Operators
100 CenturyLink Drive
Monroe, Louisiana 71203

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-032 (Cont'd)

2ND AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from January 11, 2011 through
February 10, 2011.

AMENDMENT

EFFECTIVE DATE: January 11, 2011

The customer is subject to the terms and conditions of the aforementioned Contract Tariff, as amended, unless specifically revised in this Amendment. This Amendment introduces Phase III Pre-Deployment Credit and the Phase III Post-Deployment Credit as set forth below:

ELIGIBILITY:

In order to be eligible to subscribe to this Contract Tariff the following conditions must be met:

- As of January 3, 2011, the customer must have entered into an agreement with the Company to amend the Agreement in order to purchase QMOE from the Company at additional cell sites ("Phase III Sites") in the following six metro area markets (the "Phase III Eligible Markets"): Phoenix and Tucson, Arizona; Denver and Colorado Springs, Colorado; Salt Lake City, Utah; Albuquerque, New Mexico; Des Moines, Iowa; and Boise, Idaho (the "Amended Agreement").

CREDITS:

- The Phase III Pre-Deployment Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to three, of DS1 circuits installed after January 3, 2011 at any Phase III Site in the Phase III Eligible Markets to which the Company is committed to provide, but has not yet deployed, QMOE pursuant to the Amended Agreement. The Phase III Pre-Deployment Credit is calculated as of each January 1 and July 1 during the term of this Amendment, and applied to the relevant accounts within 61 days thereafter. The Phase III Pre-Deployment Credit will terminate with respect to DS1 circuits at a Phase III Site on the day immediately prior to the date QMOE is deployed at such Phase III Site.

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April 16, 2013

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Vice President-Regulatory Operators
100 CenturyLink Drive
Monroe, Louisiana 71203

EFFECTIVE DATE:
May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-032
2ND AMENDMENT TO THIS CONTRACT TARIFF
CREDITS: (Cont'd)

- The Phase III Post-Deployment Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to three, of DS1 circuits installed at Phase III Sites in the Phase III Eligible Markets on the date upon which QMOE is deployed at such Phase III Site pursuant to the Amended Agreement. If the customer disconnects any DS1 circuits at a Phase III Site following the date upon which QMOE is deployed at such Phase III Site and subsequently orders any new DS1 circuit(s) at such Phase III Site, such new DS1 circuit(s) will not be eligible for the Phase III Post-Deployment Credit. The Phase III Post-Deployment Credit is calculated as of each January 1 and July 1, and applied to the relevant accounts or, if the accounts have been terminated, then to other eligible accounts, within 61 days thereafter, during the term of this Contract Tariff with respect to each Phase III Site until the service term for QMOE at such Phase III Site expires or is terminated, at which time the DS1 circuits at the Phase III Site will no longer be eligible for Phase III Post-Deployment Credit. The Phase III Post-Deployment Credits for DS1 circuits at a Phase III Site will apply for up to eight years from the date the Phase III Post-Deployment Credit first applied to DS1 circuits at such Phase III Site.
- Application of the Phase III Pre-Deployment Credit and the Phase III Post-Deployment Credit

The Phase III Pre-Deployment Credit and the Phase III Post-Deployment Credit will be applied only to those DS1 service charges generated during the term of this Contract Tariff that are eligible for pricing flexibility in Phase I and II MSA wire centers, without regard to whether the DS1 service is provided at the customer's Phase III Site location. The Phase III Pre-Deployment Credit and the Phase III Post-Deployment Credit will not apply while the customer has undisputed DS1 service charges, shortfall charges or termination charges in arrears for the time period in which such charges are in arrears. The Phase III Pre-Deployment Credit and the Phase III Post-Deployment Credit may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except that the discounts the customer may receive under an RCP or its VTPP will continue to apply.

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100 CenturyLink Drive
Monroe, Louisiana 71203

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

**24.2 CONTRACT NO. 09-032
2ND AMENDMENT TO THIS CONTRACT TARIFF (Cont'd)**

CREDIT FOR TERMINATION LIABILITY

This "Credit for Termination Liability" section replaces in its entirety the "Credit for Termination Liability" section of the Contract Tariff.

- So long as there is an effective RCP or VTPP between the Company and the customer, the Company will waive for any and all early termination liability and other charges imposed by the Company upon the customer as a result of the customer's early termination of a DS1 circuit for purposes of migrating to QMOE from such terminated DS1 circuit; provided, however, that the customer is not required to terminate such DS1 circuits simultaneously with the deployment of QMOE.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-033**

DESCRIPTION: Contract for an Aggregate DS1 Service Commitment

CONTRACT AVAILABILITY: Effective from November 20, 2009 through December 20, 2009.

CONTRACT EXPIRATION DATE: December 31, 2019

AVAILABLE MSAs: MSAs identified in Section 23 in this Tariff

This contract provides for credits and incentive discounts associated with the customer's aggregate DS1 service commitment. This contract tariff will become effective on November 20, 2009 and terminate/expire on December 31, 2019.

ELIGIBILITY:

In order to be eligible to subscribe to this contract tariff, the following conditions must be met:

- As of November 20, 2009, the customer must have entered into an agreement to purchase QMOE from the Company in the following three metro area markets (the "Eligible Markets"): Boise, Idaho; Des Moines, Iowa; and Albuquerque, New Mexico (the "Agreement"); and
- The customer must have been invoiced a minimum of \$39,000,000.00 in aggregate for analog private line, DS0, DS1, DS3, Synchronous Service Transport (SST), Self Healing Network Services (SHNS), GeoMax and Metro Optical Ethernet (MOE/QMOE) for the period between November 20, 2008 and November 20, 2009.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-033 (Cont'd)

CREDITS:

- The Pre-Deployment Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to eight minus the actual number of DS1 circuits installed at a site prior to November 20, 2009, of DS1 circuits installed after November 20, 2009 at any site in the Eligible Markets to which the Company is committed to provide, but has not yet deployed, QMOE pursuant to the Agreement. The Pre-Deployment Credit is calculated as of each January 1 and July 1 during the term of this contract tariff, and applied to the relevant accounts within 61 days thereafter. The Pre-Deployment Credit will terminate with respect to DS1 circuits at a site on the earlier of (a) the day immediately prior to the date QMOE is deployed at such site and (b) the day the customer elects not to use the Company as the provider of Ethernet services at a market pursuant to the Agreement.

If the customer elects not to use the Company as the provider of Ethernet services in any Eligible Market, the customer will, within 90 days following such election, pay the Company an amount equal to the aggregate Pre-Deployment Credit received by the customer under this contract tariff.

- The Post-Deployment Credit is a bi-annual credit that equals the total monthly recurring charges after the application of any discounts that the Company invoiced the customer during the previous six months for the actual number, up to five, of DS1 circuits installed at sites in the Eligible Markets on the date upon which QMOE is deployed at such site pursuant to the Agreement. If customer disconnects any DS1 circuits at a site following the date upon which QMOE is deployed at such site and subsequently orders any new DS1 circuit(s) at such site, such new DS1 circuit(s) will not be eligible for the Post-Deployment Credit. The Post-Deployment Credit is calculated as of each January 1 and July 1, and applied to the relevant accounts or, if the accounts have been terminated, then to other eligible accounts, within 61 days thereafter, during the term of this contract tariff with respect to each site until the service term for QMOE at such site expires or is terminated, at which time the DS1 circuits at the site will no longer be eligible for the Post-Deployment Credit. The Post-Deployment Credits for DS1 circuits at a site will apply for up to eight years from the date the Post-Deployment Credit first applied to DS1 circuits at such site.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 09-033 (Cont'd)****BASE INCENTIVE DISCOUNT AND GROWTH INCENTIVE DISCOUNT**

- The Base Incentive Discount and the Growth Incentive Discount will only apply while customer is subscribed to a RCP or VTPP.
- Base Incentive Discount Eligibility

The customer is eligible for the Base Incentive Discount (as hereinafter defined) only if the customer had, as of November 20, 2009, at least 7,000 but no more than 8,500 DS1 working circuits at cell sites (1) to which the Company is not committed to provide QMOE pursuant to the Agreement; and (2) where QMOE has not been deployed (“DS1 Contributory Services”). DS1 Contributory Services may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except the discounts established under the customer’s Regional Commitment Program (RCP) or Variable Term Pricing Plan (VTPP).

- Growth Incentive Discount Eligibility

The customer is eligible for the Growth Incentive Discount (as hereinafter defined) only if the customer (1) had, as of November 20, 2009, at least 7,000 but no more than 8,500 DS1 Contributory Services, and (2) has been invoiced a minimum of \$8,632,896.00 in aggregate DS1 Contributory Services Charges (as hereinafter defined) during the previous six months. DS1 Contributory Services may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except the discounts established under the customer’s RCP or VTPP. “DS1 Contributory Service Charges” means the monthly recurring charges for the customer’s DS1 Contributory Services billed during the term of this contract tariff after the application of discounts and exclusion of the following charges:

- (A) Any fractional or partial MRCs;
- (B) Nonrecurring charges;
- (C) Taxes, surcharges, government-related charges, or pass-through charges;
- (D) Shortfall and termination charges;
- (E) Issued credits (except those caused by erroneous billing); and
- (F) Uncollectible charges.

In the event of a merger, acquisition, reorganization, sale of all or substantially all of the customer’s assets, purchase by the customer or its affiliates of all or substantially all of a third party’s assets, or change in control of the customer, any increase in the monthly recurring charges that results solely from such merger, acquisition, reorganization, sale or purchase of assets, or change of control will be excluded from the DS1 Contributory Service Charges used to calculate the Base Incentive Discount and the Growth Incentive Discount.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 09-033

BASE INCENTIVE DISCOUNT AND GROWTH INCENTIVE DISCOUNT (Cont'd)

- Bi-Annual Report

The Company will calculate the customer's actual DS1 Contributory Service Charges and charges for non-contributory services bi-annually and will generate a report aggregating all charges included in bills generated during the term of this contract tariff. The report will not reflect order activity involving moves, additions, changes or deletions occurring after the bill date but before the end of the term of this contract tariff. The report will include DS1 Contributory Service Charges and charges for non-contributory services only under the customer's Access Customer Name Abbreviations that Qwest and the customer mutually agree upon.

- The Base Incentive Discount

The "Base Incentive Discount" is a discount that equals the actual DS1 Contributory Service Charges that the Company invoiced customer during the previous six months multiplied by 1%. The Base Incentive Discount is calculated as of each January 1 and July 1 during the term of this contract tariff, and applied to the relevant accounts within 61 days thereafter.

- The Growth Incentive Discount

The "Growth Incentive Discount" is a discount that equals the applicable Growth Incentive Discount Percentage set forth in the table below multiplied by the difference between the actual DS1 Contributory Service Charges that the Company invoiced customer during the previous six months minus \$8,632,896.00.

GROWTH INCENTIVE TABLE:

ACTUAL CHARGES FOR DS1 CONTRIBUTORY SERVICES		GROWTH INCENTIVE DISCOUNT PERCENTAGE	
From: \$8,632,896.00	to \$9,043,986.00	15%	
From: \$9,043,987.00	to \$9,455,076.00	20%	
From: \$9,455,077.00	to \$9,866,166.00	25%	
From: \$9,866,167.00	and Above	30%	

The Growth Incentive Discount is calculated as of each January 1 and July 1 during the term of this contract tariff, and applied to the relevant accounts within 61 days thereafter.

ACCESS SERVICE

24. CONTRACT TARIFFS

**24.2 CONTRACT NO. 09-033
BASE INCENTIVE DISCOUNT AND GROWTH INCENTIVE DISCOUNT (Cont'd)**

- Application of Credits and Discounts

The Pre-Deployment Credit, the Post-Deployment Credit, the Base Incentive Discount and the Growth Incentive Discount will be applied only to those DS1 service charges generated during the term of this contract tariff that are eligible for pricing flexibility in Phase I and II MSA wire centers, without regard to whether the DS1 service is provided at the customer's cell site location. The Pre-Deployment Credit, the Post-Deployment Credit, the Base Incentive Discount and the Growth Incentive Discount will not apply while customer has undisputed DS1 service charges, shortfall charges or termination charges in arrears for the time period in which such charges are in arrears. The Pre-Deployment Credit, the Post-Deployment Credit, Base Incentive Discount or Growth Incentive Discount may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, except that the discounts the customer may receive under an RCP or its VTPP will continue to apply.

- Credit for Termination Liability

So long as there is an effective RCP between the Company and the customer, the Company will waive any and all early termination liability and other charges imposed by the Company upon the customer as a result of the customer's early termination of a DS1 circuit for purposes of migrating to QMOE from such terminated DS1 circuit; provided, however, that customer is not required to terminate such DS1 circuits simultaneously with the deployment of QMOE.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-001

DESCRIPTION: Contract for DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from January 12, 2010, through February 11, 2010.

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract provides for an Annual Incentive under a 12-month contract for DS1 and DS3 Services. The price reductions are taken from the month-to-month rates provided under Sections 7 and 17, preceding.

The following terms and conditions must be met in order to receive this Contract Offer:

- As of the effective date of this contract tariff, the customer must have at least the minimum circuit counts for DS1 and DS3 Service and cannot exceed the maximum circuit levels as set forth in the table below:

<u>TYPE OF SERVICE</u>	<u>MINIMUM CIRCUITS</u>	<u>MAXIMUM CIRCUITS</u>
DS1	5,439	7,750
DS3	168	196

- If the customer fails to meet the minimum or exceeds the maximum circuit counts specified above, the Company will not provide an Annual Incentive for the term.
- The customer's DS1 and DS3 services must be under the Company's Regional Commitment Program (RCP).
- The customer must have a minimum spend of \$16,851,664.00 and not exceed the maximum spend of \$19,379,414.00 in aggregate for the Contributory Services: analog private line, DS0, DS1, DS3, Digital Data Service (DDS), Synchronous Service Transport (SST), Self Healing Network Services (SHNS), GeoMax and Metro Optical Ethernet (MOE/QMOE) for the 12-month term of this contact.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-001 (Cont'd)

ANNUAL INCENTIVE:

The customer is eligible for the Annual Incentive only if the customer exceeds the \$16,851,664.00 minimum spend for the term. Contributory Charges exceeding a maximum spend of \$19,379,414.00 are not eligible for the Annual Incentive.

The formula for the discount available under this contract is: Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive percentage.

The Annual Incentive will apply as follows:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT END OF TERM		ANNUAL INCENTIVE PERCENTAGE
From: \$16,851,664.00	to \$17,188,697.00	1.0%
From: \$17,188,698.00	to \$18,536,831.00	2.0%
From: \$18,536,832.00	to \$19,379,414.00	4.0%

The Annual Incentive is applied against Recipient Services which are those Contributory Charges generated during the term that are eligible for pricing flexibility in Phase I and II MSAs wire centers . The credits are applied only if the customer has no Contributory Charges, shortfall charges and/or termination charges in arrears.

The Company will calculate the customer's actual Contributory Charges at the end of the term and create a report totaling all of the Contributory Charges included in bills generated in the term. When the criteria needed to receive the Annual Incentive is met, the Company will apply the discount to the customer's account within 90 days after the expiration of the 12-month term.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-002

DESCRIPTION: Contract for DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from February 17, 2010, through
March 19, 2010

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of one DS3 and thirty seven DS1 circuits purchased on a 36-month Pricing Plan at the discounted rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

- Monthly Recurring Rates \$8,653.00

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must agree to a thirty six month contract renewal.
- The customer must maintain a total of one DS3 and thirty seven DS1 circuits.
- The DS1 and DS3 service must be located in the Price Flex MSA wirecenters eligible for Phase I or Phase II Pricing Flexibility.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 10-003**

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.

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ACCESS SERVICE

24. CONTRACT TARIFFS

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

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-003

OVERLAY PLAN:

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

MONTHLY CONTRIBUTORY CHARGES ACHIEVED AT END OF THE MONTH	VOLUME-BASED CREDIT PERCENTAGE
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.

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24. CONTRACT TARIFFS

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

12-MONTH CONTRIBUTORY CHARGE LEVELS	12-MONTH VOLUME-BASED CREDIT
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.

ACCESS SERVICE

24. CONTRACT TARIFFS

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

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from October 10, 2012 through
November 10, 2012.

AMENDMENT

EFFECTIVE DATE: October 10, 2012

This Contract Tariff Amendment extends the end date of the original contract tariff from February 17, 2014 to December 31, 2020. In addition other changes may be found A and B following:

- A. The 12-month Eligibility for Overlay Plan Discounts, identified in number 1. of the original contract tariff preceding, the following 12-month agreement years have been added below. The last discount will be prorated to the partial year:
- February 18, 2014 through February 17, 2015
 - February 18, 2015 through February 17, 2016
 - February 18, 2016 through February 17, 2017
 - February 18, 2017 through February 17, 2018
 - February 18, 2018 through February 17, 2019
 - February 18, 2019 through February 17, 2020
 - February 18, 2020 through December 31, 2020
- B. The 12-Month Volume-Based Credits, identified in number 3. of the original contract tariff preceding, will be applied through December 31, 2020. The last credit will be prorated to the partial year.
- C. All other terms and conditions set forth in the original contract tariff preceding will remain in effect.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-004

DESCRIPTION: Contract for DS3 Service

CONTRACT AVAILABILITY: Effective from April 17, 2010, through
May 17, 2010

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one DS3 circuit purchased on a 60-month Pricing Plan at the discounted rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. The nonrecurring charges will be billed at the Pricing Flexibility rates set forth in Sections 7 and 17, preceding.

- Monthly Recurring Charges \$2,367.00
- Nonrecurring Charges \$313.25

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a 60-month term agreement for a DS3 located in Minnesota.
- The customer must have participated in the Qwest ISDN PRS/DSS Autumn's Colorful Offer for 1 PRI in Washington

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-005

DESCRIPTION: Contract for Renewal of DS3 Service

CONTRACT AVAILABILITY: Effective from June 16, 2010, through July 16, 2010

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for renewal of 203 DS1 circuits purchased on a 12-month Pricing Plan. A 15% discount will be given off the 12-month rates for circuits in the Price Flex 1 areas. A 25% discount will be given off the 12-month rates for circuits in the Price Flex 2 areas. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 12-months. All other rate elements and nonrecurring charges will be billed at the respective 12-month rates set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing DS1 circuits in Price Flex MSA wirecenters in Arizona, Iowa, New Mexico, Oregon and Washington.

The Company will waive the Termination Liability and Waiver Charges (TLA) for the DS1 circuits disconnected prior to the expiration of the fixed period service rate plan so long as any such circuit being cancelled has been in service for at least 12 consecutive months at the time of cancellation.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-006

DESCRIPTION: Contract for DS1 and DS3 Service

CONTRACT AVAILABILITY: Effective from June 25, 2010, through July 25, 2010

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for 113 DS1 and DS3 circuits purchased on a 36-month Pricing Plan. A 20% discount will be given off the 36-month rates eligible for pricing flexibility. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. All other rate elements and nonrecurring charges will be billed at the respective 36-month rates set forth in this Tariff.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must contract at least 80% of existing inventory of 100 or more circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in this Tariff will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-007

DESCRIPTION: Contract for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3,

CONTRACT AVAILABILITY: Effective from August 13, 2010 through September 13, 2010

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Voice Grade Service (VGS), Digital Data Service (DDS), DS1 and DS3 Service purchased under a 36-month term plan at the 60-month Pricing Plan Rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1 and/or DS3 Contract Offer:

- The customer must commit to purchasing at least \$90,000,000 of Qwest Contributory Services over 36-months.

Qwest will issue a credit to the customer in the total amount of \$2,259,423, to be issued in three equal payments of \$753,141 on invoices in months 6, 18 and 30 after the Agreement Effective Date. The credit may be divided among no more than ten (10) account numbers.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 10-008

DESCRIPTION: Contract for the Renewal of a DS1 Circuit

CONTRACT AVAILABILITY: Effective from November 18, 2010 through December 18, 2010.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of an existing DS1 Circuit and the addition of synchronized timing which requires 2 additional circuit IDs, all purchased at standard 60-month Pricing Plan rates. All recurring charges and appropriate nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government.
- Service must be the renewal of an existing DS1 with the addition of synchronized timing.
- Service must be located in the Minneapolis-St. Paul; MN MSA, Fort Snelling MPLSMNFS.

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 11-001

DESCRIPTION: Contract for the Renewal of DS3 Circuits

CONTRACT AVAILABILITY: Effective from January 11, 2011, through February 10, 2011.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of two existing DS3 purchased on a 36-month Pricing Plan. The monthly rates for the DS3 will be billed at the discounted rates below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring rates will be waived.

Discounted rates for DS3:

- Monthly Recurring Rates \$2,197.50

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must maintain two DS3 circuits for the 36 month term.
- The service must be in the Albuquerque, New Mexico, MSA wirecenter of Main (ALBQNMMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 11-002**

DESCRIPTION: Contract for DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from February 12, 2011, through March 14, 2011.

CONTRACT EXPIRATION DATE: December 31, 2011

AVAILABLE MSAs: MSAs identified in Section 23

This contract provides for an Annual Incentive under this contract for DS1 and DS3 Services. The price reductions are taken from the month-to-month rates provided under Sections 7 and 17, preceding.

TERMS AND CONDITIONS REQUIRED TO RECEIVE THE ANNUAL INCENTIVE:

- As of the effective date of this contract tariff, the customer must have at least the minimum circuit counts for both DS1 and DS3 Services and cannot exceed the maximum circuit levels for either the DS1 or the DS3 Service as set forth in the table below:

<u>TYPE OF SERVICE</u>	<u>MINIMUM CIRCUITS</u>	<u>MAXIMUM CIRCUITS</u>
DS1	6,961	10,549
DS3	168	209

- If the customer fails to meet the circuit counts specified above, the Company will not provide an Annual Incentive for the Term.
- The customer's DS1 and DS3 services must be under the Company's Regional Commitment Program (RCP).
- The customer must have a minimum spend for monthly recurring charges (MRC) of \$15,803,123.00 in aggregate for the Contributory Services: analog private line, DS0, DS1, DS3, Digital Data Service (DDS), Synchronous Service Transport (SST), Self Healing Network Services (SHNS), GeoMax, Metro Optical Ethernet and QWave Service to be eligible for the Annual Incentive.
- Charges for Contributory Services MRCs exceeding \$18,294,092.00 are not eligible for the Annual Incentive.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 11-002 (Cont'd)

ANNUAL INCENTIVE:

The customer is eligible for the Annual Incentive only if the customer exceeds the \$15,803,123.00 minimum spend and does not exceed \$18,294,092.00 maximum spend for the term as set forth in the table below.

The formula for the dollar discount available under this contract is: Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive percentage.

The table below will be used to calculate the Annual Incentive:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT END OF TERM		ANNUAL INCENTIVE PERCENTAGE
From: \$15,803,123.00	to \$16,593,279.00	18%
From: \$16,593,280.00	to \$17,422,944.00	20%
From: \$17,422,945.00	to \$18,294,092.00	25%

The Annual Incentive is applied against Recipient Services which are those Contributory Charges generated during the term that are eligible for pricing flexibility in Phase I and II MSAs wire centers . The credits are applied only if the customer has no Contributory Charges, shortfall charges and/or termination charges in arrears.

The Company will calculate the customer's actual Contributory Charges at the end of the term and create a report totaling all of the Contributory Charges included in bills generated in the term. When the criteria needed to receive the Annual Incentive is met, the Company will apply the discount to the customer's account within 90 days after the expiration of this term.

ONE TIME CREDIT:

The Company will provide the customer with a one-time credit in the amount of \$366,854.28. The Company will apply the credit to the first bill that renders once the new contract has been established for a month.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 11-002 (Cont'd)

ELIGIBILITY:

- The Contributory Services in this Contract Tariff must have been provided to the customer by the Company for no less than 3 years.
- No new construction or facilities are be required to continue providing the Contributory Services.
- The customer must have purchased an average of \$1,200,000.00 per month in Company services over the past 3 years.
- The customer must have purchased a minimum of 7,000 circuits.
- The customer must have a minimum annual spend of at least \$15,000,000.

NO OTHER DISCOUNTS

The discounts provided with this Contract Tariff may not be combined with any other promotion, discount, revenue commitment plan, Contract Tariff or any discounts applied to QMOE Service under another agreement. However, notwithstanding the foregoing sentence, if the customer has enrolled in the Company provided Regional Commitment Program (RCP), prior to February 12, 2011, then the customer may continue to receive price reductions under the RCP in addition to the Annual Incentive discount for Contributory Charges under this Contract Tariff.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 11-003**

DESCRIPTION: Contract for one DS3 Circuit

CONTRACT AVAILABILITY: Effective from April 30, 2011, through May 30, 2011.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one DS3 purchased on a 36-month Pricing Plan. The monthly rates for the DS3 will be billed at the discounted rates below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. The nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted rates for DS3:

- Monthly Recurring Rates \$1,199.34

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer must agree to a 36-month term,
- Services must be located in the Englewood, Colorado, MSA wirecenter of Aberdeen (ENWDCOAB).
- The customer must maintain a total monthly spend with Qwest Corporation and/or Qwest Communications Company, LLC of between \$250,000 and \$300,000.
- The customer shall not be eligible for other offers relating to the Service, including the Regional Commitment Plan.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 11-004

DESCRIPTION: Contract for Renewal of DS3 Service

CONTRACT AVAILABILITY: Effective from September 3, 2011, through October 3, 2011

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of 203 DS1 circuits purchased on a 12-month Pricing Plan. A 15% discount will be given off the 12-month rates for circuits in the Price Flex 1 areas. A 25% discount will be given off the 12-month rates for circuits in the Price Flex 2 areas. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 12-months. All other rate elements and nonrecurring charges will be billed at the respective 12-month rates set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing DS1 circuits in Price Flex MSA wirecenters in Arizona, Iowa, New Mexico, Oregon and Washington.

The Company will waive the Termination Liability and Waiver Charges (TLA) for the DS1 circuits disconnected prior to the expiration of the fixed period service rate plan so long as any such circuit being cancelled has been in service for at least 12 consecutive months at the time of cancellation.

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Monroe, Louisiana 71203

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 11-005

DESCRIPTION: Contract for Renewal of DS1 & DS3 Services

CONTRACT AVAILABILITY: Effective from November 9, 2011, through
December 9, 2011

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a 24-month renewal of 30 DS1 Circuits and one DS3 Circuit all calculated on the rates set forth in Sections 7 and 17 preceding and at the discounted rates set forth below. Monthly rates for the entire 24-month term will be frozen from Company-initiated rate changes and nonrecurring charges will not apply for services that are already installed.

Discounted Monthly Rates for 30 DS1 Circuits and one DS3:

- Monthly Recurring Rates for 30 DS1 Circuits \$10,059.62
- Monthly Recurring Rates for One DS3 Circuit \$ 2,680.20

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing existing DS1 and DS3 Circuits for 24 months, in addition to ISDN PRS, DSS, Single Line ISDN Services and Line Volume Agreement.
- The customer's existing services must be located in the following MSAs: Phoenix-Mesa, AZ; Colorado Springs, CO; Denver-Boulder, CO; Minneapolis-St. Paul, MN; Omaha, NE and Portland-Vancouver, OR.

When the entire service or a portion of the service is disconnected prior to the expiration of the 24-month rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 11-006**

DESCRIPTION: DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from January 1, 2012, through
January 31, 2012

CONTRACT
EXPIRATION DATE: 60 Months or December 31, 2016

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is a discount pricing plan for the Company's DS1, DS3 Services, as set forth in Section 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Companies Tariff F.C.C. No. 9, Contract No. 11-002 Eligibility for these discounts requires the customer to exceed annual Contributory Charges of \$248,179,612.

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 as 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 Company (QC) and EQ revenue. The credit will not exceed charges for DS1 and DS3 services billed under the contract tariff.
- The 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.

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 11-006
OVERLAY PLAN: (Cont'd)

- The customer must subscribe to both the Company's Regional Commitment Program (RCP) and Embarq's Premier Term Discount Plan (PTDP) as of December 31, 2011.

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

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 11-006 (CONT'D)****ANNUAL TRUE-UP**

The 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 Company for cause, or upon default by the customer or its Affiliates of its payment obligations on any Contributory Charges. The 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 Company may terminate this contract upon written notice, and the customer forfeits the right to receive any Overlay Credit after the date of termination.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 12-001

DESCRIPTION: Contract for a New DS3 Circuit

CONTRACT AVAILABILITY: Effective from April 12, 2012 through May 12, 2012.

CONTRACT EXPIRATION DATE: 46-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for a new DS3 circuit, purchased on a 46-month Pricing Plan. The Channel Termination, Central Office Multiplexer and SHARP will be billed at the monthly recurring rate set forth below. All nonrecurring charges will be billed at the rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 46-months will be frozen from Company-initiated rate changes.

Recurring Rates for the DS3 Circuit, Central Office Multiplexer and SHARP:

- Monthly Recurring Rates \$1,807.34

The following eligibility criteria must be met in order to receive this Contract Offer:

- The DS3 Circuit must be in the following Minneapolis – St. Paul, MN MSA: Wayzata (WYZTMNWA)
- This term plan will expire 46 months from April 12, 2012.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 12-002

DESCRIPTION: Contract for DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from May 1, 2012 through
May 31, 2012.CONTRACT
EXPIRATION DATE: 8-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract provides for an Annual Incentive Credit for DS1 and DS3 Services. The price reductions are taken from the month-to-month rates provided under Sections 7 and 17, preceding.

The following terms and conditions must be met in order to receive this Contract Offer:

- As of the effective date of this contract tariff, the customer must have at least the minimum circuit counts for DS1 and DS3 Service and cannot exceed the maximum circuit levels as set forth in the table below:

<u>TYPE OF SERVICE</u>	<u>MINIMUM CIRCUITS</u>	<u>MAXIMUM CIRCUITS</u>
DS1	7,000	10,000
DS3	168	250

- If the customer fails to meet the minimum or exceeds the maximum circuit counts specified above, the Company will not provide an Annual Incentive Credit for the term.
- The customer's DS1 and DS3 services must be under the Company's Regional Commitment Program (RCP).
- The customer must have a minimum spend of \$12,295,923.00 and not exceed the maximum spend of \$13,436,089.00 in aggregate for the Contributory Services: analog private line, DS0, DS1, DS3, Synchronous Service Transport (SST), Self Healing Network Services (SHNS), GeoMax, Metro Optical Ethernet (MOE), QWave (OWS), ATM and Frame Relay Service (FRS) for the 8-month term of this contact.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 12-002**

The following terms and conditions must be met in order to receive this Contract Offer: (Cont'd)

- The customer must have subscribed to these Company services for no less than the past three years.
- The customer must have purchased services from the Company averaging \$1.5 million per month during 2011.
- The customer must have an annual spend from all services (contributory included) of \$15 million.
- The customer's DS1 and DS3 services must not require new construction or facilities.

ANNUAL INCENTIVE CREDIT:

The customer is eligible for the Annual Incentive only if the customer exceeds the \$12,295,923.00 minimum spend for the term. Contributory Charges exceeding a maximum spend of \$13,436,089.00 are not eligible for the Annual Incentive.

The discount percentage available on DS1 and DS3 under this contract is: calculated by taking the Annual Incentive (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend).

The Annual Incentive will apply as follows:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT END OF TERM		ANNUAL INCENTIVE PERCENTAGE
From: \$12,295,923.00	to \$12,664,800.00	16.0%
From: \$12,664,801.00	to \$13,044,745.00	20.0%
From: \$13,044,746.00	to \$13,436,089.00	22.0%

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 12-002

ANNUAL INCENTIVE CREDIT: (Cont'd)

The Annual Incentive Percentage is only applied against Recipient Services which are those Contributory Charges generated during the term that are eligible for pricing flexibility in Phase I and II MSAs wire centers . The credits are applied only if the customer has no Contributory Charges, shortfall charges and/or termination charges in arrears.

The Company will calculate the customer's actual Contributory Charges at the end of the term and create a report totaling all of the Contributory Charges included in bills generated in the term. When the criteria needed to receive the Annual Incentive is met, the Company will apply the discount to the customer's account within 90 days after the expiration of the 8-month term.

The credit approved under this contract may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering, excepting the existing Regional Commitment Program (RCP).

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 12-003**

DESCRIPTION: DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from January 23, 2013 through February 22, 2013

CONTRACT EXPIRATION DATE: August 31, 2015

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff offers a Revenue Commitment Plan for the Company's DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Companies' F.C.C. No. 9 Tariff, Contract No. 12-001[1]. Eligibility for these discounts requires the customer meet or exceed the term revenue commitment of \$90,000,000.00 in Contributory Charges as set forth below.

TERMS AND CONDITIONS REQUIRED:

- The customer must meet or exceed a Term Revenue Commitment of \$90,000,000.00. The Revenue Commitment Plan is measured by totaling the net Contributory Charges for Contributory Services purchased during the 36-month term.
- Contributory Services 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) [1].
- Contributory Charges are the customer's undisputed monthly recurring charges for Contributory Services incurred during the term and paid within 45 days after the date of the last invoice for Contributory Services.
- Customers must currently subscribe to the Regional Commitment Plan (RCP) in order to be eligible for the Revenue Commitment Plan.
- The Revenue Commitment Plan discounts per this Contract Tariff will only apply to DS1s and DS3 and must not exceed the billed charges.

[1] On September 1, 2012, portions of this contract were issued under the authority of Special Permission No. 12-030.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 12-003
TERMS AND CONDITIONS REQUIRED: (Cont'd)**

- The Company will calculate the customer's Contributory Charges that count towards the Revenue Commitment Plan Credit within 45 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin on September 1, 2012 and will end on September 30, 2012, and each subsequent Measurement Period will be a calendar month. The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on a Contributory Charges Report and may include various bill dates during the calendar month.
- For each Measurement Period, the customer will receive a credit pursuant to the following Discount Tier Table. The applicable percentage will be applied to Month-to-Month Rates.

DISCOUNT TIERS

RANGE	MIN SPEND	MAX SPEND	MTM CREDIT
1	–	\$3,717,999	0.0%
2	\$3,718,000	\$4,417,999	22.5%
3	\$4,418,000	\$5,267,999	24.5%
4	\$5,268,000	\$5,837,999	26.5%
5	\$5,838,000	\$6,247,999	28.5%
6	\$6,248,000	Above	30.5%

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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 12-003 (Cont'd)

AGREEMENT TERM AND TERMINATION

- If this Revenue Commitment Plan is terminated prior to the customer meeting the \$90,000,000.00 Revenue Commitment, then the customer will pay early termination charges equal to the Revenue Commitment less any net Contributory Charges paid for Contributory Services between September 1, 2012 and 45 days after the date of the last invoice for Contributory Services.
- If the customer's net Contributory Charges for Contributory Services are \$90,000,000.00 or greater after 30 months and the customer terminates the Revenue Commitment Plan, there will be no early termination liability.
- The customer may elect to extend an additional 12 months at the end of the Revenue Commitment Plan by providing written notification 60 days prior to the end of the term. The Revenue Commitment for the term extension will be reset at \$30,000,000.00.

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 12-004**

DESCRIPTION: Frame Relay Service Circuits

CONTRACT AVAILABILITY: Effective from September 1, 2012, through October 1, 2012

CONTRACT EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for 56 or 64 kbps Frame Relay Service (FRS) Circuits purchased on a 12-month Pricing Plan. The customer will be billed at the discounted rates set forth below and the rates will be frozen from Company-initiated rate changes for the entire 12-months.

A customer may access Frame Relay Service either via an FRS Access Link, as set forth in Section 8, preceding, or a Private Line Transport 56 or 64 kbps interface as set forth in Sections 7 or 17. The nonrecurring charges will be billed at the 12-month rates as set forth in Section 8, preceding.

Discounted monthly rates for the FRS 56 or 64 kbps UNIT Circuits:

<u>SERVICE ELEMENTS</u>	<u>USOC</u>	<u>MONTHLY RATE</u>
• Access Link,	L7AX1	\$60.00
• 1 PVC,	17TA1	36.33
• 2 PVCs,	17TB1	41.19
• 3 PVCs,	17TC1	44.21
• 4 PVCs,	17TD1	47.23
• 5 PVCs,	17TE1	50.22
• Each PVC (from 5 to 14),	17TG1	1.15
• Each PVC (over 14 to 24),	17TH1	.25

The customer may disconnect up to 10% of the FRS Circuits terminating in the Price Flex wire centers over the 12-month term without incurring any termination charges.

When the entire service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 8, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 12-005

DESCRIPTION: DS1 Circuits

CONTRACT AVAILABILITY: Effective from September 1, 2012, through October 1, 2012

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for three new DS1s circuits purchased on a 36-month Pricing Plan. Discounts for the DS1 Channel Terminations are as set forth below. All other rate elements and all nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and/or 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Discounted monthly rates for the three DS1 Circuits are:

- Monthly Recurring Rates \$488.14

The following eligibility criterion must be met in order to receive this Contract Offer:

- The customer's monthly billing must be in excess of \$1,000,000.00 in Company provided services.
- Customer's DS1 circuits must be located in the Minneapolis-St. Paul, MN MSA: Minneapolis, MPLSMNDT; Eden Prairie, EDPRMNEP and Denver-Boulder, Colorado MSA: Denver Main, DNVRCOMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

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May 1, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-001

DESCRIPTION: DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from May 1, 2013 through
May 31, 2013

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff offers a Revenue Commitment Plan for the Company's DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Companies' F.C.C. No. 9 Tariff, Contract No. 13-001. Eligibility for these discounts requires the customer meet or exceed the term revenue commitment of \$342,000,000.00 in Contributory Charges as set forth below.

TERMS AND CONDITIONS REQUIRED:

- The customer must meet or exceed a Term Revenue Commitment of \$342,000,000.00. The Revenue Commitment Plan is measured by totaling the net Contributory Charges for Contributory Services purchased during the 36-month term.
- Contributory Services 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).
- Contributory Charges are the customer's monthly recurring charges incurred during the term.
- Customers must currently subscribe to the Regional Commitment Plan (RCP) in order to be eligible to enroll in the Revenue Commitment Plan.
- The Revenue Commitment Plan discounts per this Contract Tariff will only apply to DS1s and DS3 and must not exceed the billed charges.

(x) Issued under the authority of Special Permission No. 13-009.

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ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 13-001
TERMS AND CONDITIONS REQUIRED: (Cont'd)**

(N)

- The Company will calculate the customer's Contributory Charges that count towards the Revenue Commitment Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin on May 1, 2013 and will end on May 31, 2013, and each subsequent Measurement Period will be a calendar month. The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on a Contributory Charges Report and may include various bill dates during the calendar month.
- For each Measurement Period, the customer will receive a credit pursuant to the following Discount Tier Table. The applicable percentage will be applied to Month-to-Month Rates.

DISCOUNT TIERS

RANGE	LOW END Of SPEND	HIGH END Of SPEND	MTM CREDIT
1	–	\$21,999,999	0.0%
2	\$22,000,000	\$26,199,999	29.1%
3	\$26,200,000	\$28,699,999	31.1%
4	\$28,700,000	\$30,699,999	31.7%
5	\$30,700,000	Above	33.4%

- When there are billing adjustments for Contributory Charges in Measurement Periods, prior to the current period, that result in a change of 5% or more in the credit amount for a previous Measurement Period, the customer or the Company shall implement a corresponding equitable adjustment to the current credit amount.

(N)

(x) Issued under the authority of Special Permission No. 13-009.

ISSUE DATE: April 30, 2013	Issued Under Transmittal No. 39 Vice President-Regulatory Operators 100 CenturyLink Drive Monroe, Louisiana 71203	EFFECTIVE DATE: May 1, 2013
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ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-001 (CONT'D)

AGREEMENT TERM AND TERMINATION

- If this Revenue Commitment Plan is terminated prior to the customer meeting the \$342,000,000.00 Revenue Commitment, then the customer will pay early termination charges equal to the Revenue Commitment less any net Contributory Charges paid for Contributory Services between May 1, 2013 and 30 days after the date of the last invoice for Contributory Services.
- When the customer's net Contributory Charges for Contributory Services reaches \$342,000,000.00 or greater, the customer may terminate the Revenue Commitment Plan without incurring early termination liability charges.
- The customer may elect to extend the Revenue Commitment Plan for two additional 12-month renewal periods by providing written notification at least 60 days prior to the end of the term or renewal term. The Revenue Commitment for the term extension will be reset at \$114,000,000.00 for each one year renewal term.

(N)

(N)

(x) Issued under the authority of Special Permission No. 13-009.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-002

(N)

DESCRIPTION: Renewal of a DS1 Circuit

CONTRACT AVAILABILITY: Effective from May 1, 2013 through May 31, 2013.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the renewal of a DS1 Circuit, purchased on a 60-month Pricing Plan, at discounted rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for the DS1 Circuit:

- Monthly Recurring Rates \$160.00

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government.
- DS1 Circuit must be located in Gilbert, AZ (MESAAZGI).
- Existing DS1 Pricing Plan must have expired.

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-003

(N)

DESCRIPTION: Two New DS1 Circuits

CONTRACT AVAILABILITY: Effective from May 1, 2013 through May 31, 2013.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for two new DS1 Circuits, purchased on a 36-month Pricing Plan. The Channel Terminations and associated mileage will be purchased at discounted rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The Monthly Discounted Rate for the two DS1 Circuits, is as follows:

- Monthly Recurring Rates \$300.02

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government.
- The DS1 Circuits must be located in the Denver-Boulder, CO MSA wire centers (DNVRCOSL and ENWDCOAB).

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-004

(N)

DESCRIPTION: One New DS1 Circuit

CONTRACT AVAILABILITY: Effective from May 1, 2013 through May 31, 2013.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one new DS1 Circuit, purchased on a 60-month Pricing Plan. The Channel Termination will be purchased at a discounted rate. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

The Monthly Discounted Rate for the DS1 Channel Termination is set forth below:

- Monthly Recurring Rates \$65.49

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government.
- DS1 Circuit must be located in the Denver-Boulder, CO MSA wire center (DNVRCOMA).

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-005

(N)

DESCRIPTION: Renewal of a DS1 Circuits

CONTRACT AVAILABILITY: Effective from May 1, 2013 through May 31, 2013.

CONTRACT EXPIRATION DATE: January 8, 2017

AVAILABLE MSAs: MSAs identified in Section 23

This contract renews a DS1 Circuit, purchased on a 60-month Pricing Plan. The Channel Termination and associated mileage will be purchased at discounted rates. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

The Monthly Discounted Rate for the DS1 Circuit, is as follows:

- Monthly Recurring Rates \$236.18

The following eligibility criterion must be met in order to receive this Contract Offer:

- Customer must be Federal Government.
- The DS1 Circuit must be located in the Denver-Boulder, CO MSA wire center (DNVRCOMA).

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT No. 13-006

(N)

DESCRIPTION: Contract for Existing DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from July 22, 2013 through August 21, 2013.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the 60-month renewal of 84 DS1 circuits and 1 DS3 circuit purchased at a 25% discount. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 60-months. Nonrecurring charges do not apply.

The following eligibility criterion must be met in order to receive this contract offer.

- The DS1 and DS3 circuits must be existing.
- The service must be provisioned in MSA wire centers located in the states of Iowa, Nebraska, Oregon, Utah and Washington.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7, preceding, will apply.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-007

(N)

DESCRIPTION: Contract for Renewal Frame Relay 56/64 kbps Service

CONTRACT AVAILABILITY: Effective from July 22, 2013 through August 21, 2013.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a 36-month renewal of 23 Frame Relay 56/64 kbps circuits purchased at the monthly discount set forth below. The discounted monthly rates will be frozen from Company-initiated rate changes for the entire 36-months. Nonrecurring charges do not apply.

- Monthly Recurring Rate per FRS 56/64 kbps Circuit is: \$81.06

The following eligibility criterion must be met in order to receive this contract offer.

- The Frame Relay 56/64 kbps Service must be existing.
- The service must be provisioned in the following Salt Lake City - Ogden, Utah MSA wire centers: Draper, DRPRUTMA and Riverton, RVTNUTMA.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-008

(N)

DESCRIPTION: Contract for the Renewal of DS3 Circuit

CONTRACT AVAILABILITY: Effective from July 22, 2013, through August 21, 2013

CONTRACT EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for the renewal of a DS3 circuit purchased on a 24-month Pricing Plan as set forth in Sections 7 and 17, preceding. The DS3 circuit will be billed at the discounted monthly recurring rates set forth below. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes and nonrecurring charges do not apply.

Discounted Recurring Rates for DS3 Circuit:

- Monthly Recurring Rates \$4,764.46

The following eligibility criteria must be met in order to receive this Contract Offer:

- The DS3 Circuit must be existing.
- Service must be in the Colorado Springs and Pueblo Colorado MSA wire centers: Pikeview, CLSPCOPV - and Pueblo Main, PUBLCOMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-009

(N)

DESCRIPTION: Contract for Existing DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from July 22, 2013, through August 21, 2013.

CONTRACT EXPIRATION DATE: December 31, 2013

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a renewal of 116 DS1 circuits and 8 DS3 circuits which will be billed at the discounted monthly rate below. The monthly rates will be frozen from Company-initiated rate changes until December 31, 2013. Nonrecurring charges will not apply.

Discounted rates for DS1 and DS3:

- Monthly Recurring Rates \$79,579.00

The following eligibility criterion must be met in order to receive this contract offer.

- The DS1 and DS3 circuits must be existing.
- The customer must purchase an OC48 SHNS ring in combination with at least 8 DS3 circuits and 116 DS1 circuits.
- The SHNS ring must have a configuration of five nodes consisting of two hub nodes and three access nodes.
- The DS3 service configuration must consist of channel terminations and mileage of not less than 5 miles per circuit while the DS1 configuration must consist of channel terminations and mileage of not less than one mile per circuit.
- The service must be in the Phoenix - Mesa, Arizona, MSA wire centers of Sunnyslope (PHNXAZSY) and Thunderbird (SCDLAZTH).

(N)

ISSUE DATE:
July 22, 2013

Issued Under Transmittal No. 43
Vice President-Regulatory Operators
100 CenturyLink Drive
Monroe, Louisiana 71203

EFFECTIVE DATE:
July 23, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-010

DESCRIPTION: Contract for Renewal of DS1 & DS3 Services

CONTRACT AVAILABILITY: Effective from August 20, 2013, through
September 19, 2013

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of 115 DS1 and 11 DS3 circuits purchased on a 12-month Pricing Plan. The monthly rates for the discounted circuits shall be billed at the rates set forth below. All other rate elements and nonrecurring charges will be billed at the 12-month rates as set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for Discounted DS1 and DS3 Circuits:

- Monthly Recurring Rates \$23,420.47

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing DS1 and DS3 circuits in Price Flex MSA wirecenters in Arizona, Iowa, New Mexico, Oregon and Washington.

The Company will waive the Termination Liability and Waiver Charges (TLA) for the DS1 and DS3 circuits disconnected prior to the expiration of the fixed period service rate plan so long as any such circuit being cancelled has been in service for at least 12 consecutive months at the time of cancellation.

(N)

(N)

ISSUE DATE:
August 19, 2013

Issued Under Transmittal No. 45
Vice President-Regulatory Operators
100 CenturyLink Drive
Monroe, Louisiana 71203

EFFECTIVE DATE:
August 20, 2013

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-011

DESCRIPTION: Contract for Renewal of 2 DS3 Circuits

CONTRACT AVAILABILITY: Effective from October 1, 2013 through October 31, 2013

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for renewal of 2 DS3 circuits purchased on a 12-month Pricing Plan. The monthly rates for the discounted circuits shall be billed at the rates set forth below. All other rate elements and nonrecurring charges will be billed at the 12-month rates as set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for a 12-month period by notifying the Company in writing of its intent to do so. The customer may extend the Agreement a total of two times under the rates of this initial contract.

Total Monthly Rates the DS3 Circuits:

- Monthly Recurring Rates \$2,215.68

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing 2 DS3 circuits.
- The customer must be Federal Government.
- Service must be located in a Spokane, WA wire center: Spokane-Chestnut, WA (SPKNWACH).

If the customer elects to terminate service, prior to the end of the initial 12 month period, any previously waived NRCs will be assessed.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-012

DESCRIPTION: Existing DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from October 1, 2013 through October 31, 2013

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff offers a Revenue Discount Simplification Plan for the Company's DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Companies' F.C.C. No. 9 Tariff, Contract No. 13-002. Eligibility for these discounts requires the customer meet or exceed the term revenue commitment of \$59,200,000.00 in Contributory Charges as set forth below.

TERMS AND CONDITIONS REQUIRED:

- The customer must meet or exceed a Term Revenue Commitment of \$59,200,000.00. The Revenue Discount Simplification Plan is measured by totaling the net Contributory Charges for Contributory Services purchased during the 36-month term.
- Contributory Services 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).
- Contributory Charges are the customer's monthly recurring charges incurred during the term.
- Customers must currently subscribe to the Regional Commitment Plan (RCP) and have completed at least 24 months of the 48 month contract in order to be eligible to enroll in the Revenue Discount Simplification Plan.
- The Plan discounts per this Contract Tariff will only apply to DS1s and DS3 and must not exceed the billed charges.

(x) Issued under the authority of Special Permission No. 13-021.

(N)

(N)

(N-x)

(N-x)

(N)

(N)

(N-x)

(N-x)

(N)

(N)

ACCESS SERVICE**24. CONTRACT TARIFFS****24.2 CONTRACT NO. 13-012
TERMS AND CONDITIONS REQUIRED: (Cont'd)**

(N)

- The Company will calculate the customer's Contributory Charges that count towards the Revenue Discount Simplification Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin on the first full calendar month after the implementation date, and each subsequent Measurement Period will be a calendar month. The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on a Contributory Charges Report and may include various bill dates during the calendar month.
- For each Measurement Period, the customer will receive a credit pursuant to the following Discount Tier Table. The applicable percentage will be applied to Month-to-Month Rates.

DISCOUNT TIERS

<u>Tiers</u>	<u>Minimum Spend</u>	<u>Maximum Spend</u>	<u>Discount Percentage</u>
1	–	\$1,999,999	0.0%
2	\$2,000,000	\$2,699,999	15.7%
3	\$2,700,000	\$3,019,999	18.7%
4	\$3,020,000	\$3,499,999	20.7%
5	\$3,500,000	\$4,199,999	22.7%
6	\$4,200,000	\$5,199,999	23.7%
7	\$5,200,000	\$6,199,999	25.7%
8	\$6,200,000	Above	27.7%

(N)

(x) Issued under the authority of Special Permission No. 13-021.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-012 (Cont'd)

AGREEMENT TERM AND TERMINATION

- Effective with the second Measurement Period, if the customer's Contributory Charges fall between the 5th and 15th percentile of the third discount tier, the parties agree to reset the Minimum and Maximum Spend of the discount tiers set forth above, so that the customer's Contributory Charges are positioned at the 15th percentile of the third discount tier. If the Contributory Charges fall between the 16th and 25th percentile of the third discount tier, no adjustments will be made to the Minimum and Maximum Spend. If the customer's Contributory Charges are greater than the 25th percentile of the third discount tier, then the Minimum and Maximum Spends of the discount tiers will be adjusted.
- If this Revenue Discount Simplification Plan is terminated prior to the customer meeting the \$59,200,000.00 Revenue Commitment, then the customer will pay early termination charges equal to the Revenue Commitment less any net Contributory Charges paid for Contributory Services between the implementation date and 30 days after the date of the last invoice for Contributory Services.
- When the customer's net Contributory Charges for Contributory Services reaches \$59,200,000.00 or greater, the customer may terminate the Revenue Discount Simplification Plan without incurring early termination liability charges.
- The customer may elect to extend the Revenue Discount Simplification Plan for two additional 12-month renewal periods by providing written notification at least 60 days prior to the end of the term or renewal term. The Revenue Commitment for the term extension will be reset at \$19,700,000.00 for each one year renewal term.

(x) Issued under the authority of Special Permission No. 13-021.

ISSUE DATE:
September 30, 2013

Issued Under Transmittal No. 47
Vice President-Regulatory Operators
100 CenturyLink Drive
Monroe, Louisiana 71203

EFFECTIVE DATE:
October 1, 2013

(N)

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-013

(N)

DESCRIPTION: Contract for a New DS3 Circuit

CONTRACT AVAILABILITY: Effective from October 1, 2013 through October 31, 2013

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is a new DS3 circuit purchased on a 36-month Pricing Plan. The monthly rates and nonrecurring charges will be billed at the 36-month rates as set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

If the customer elects to terminate service, prior to the end of 36 month period, the Termination Liability and Waiver Policy set forth in 7.1.8, preceding, will be waived.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be purchasing a new DS3 circuit under a 36-months term plan.
- The customer must be Federal Government.
- The service must be located in a Denver-Boulder, Colorado MSA.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-014

(N)

DESCRIPTION: Contract - 12-Month Extension for One DS1 Circuit

CONTRACT AVAILABILITY: Effective from October 1, 2013 through
October 31, 2013

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the 12-month extension of one DS1 circuit at 60-month Pricing Plan rates as set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The DS1 circuit extended must have been working for the previous 5 years at 60-month rates.
- Service must be located in Phoenix-Mesa, AZ MSAs: Chandler Main (CHNDAZMA), Chandler South (CHNDAZSO) and Chandler West (CHNDAZWE).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 13-015

DESCRIPTION: Contract for Renewal of DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from October 19, 2013 through
November 18, 2013

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of 29 DS1 and 2 DS3 circuits purchased on a 24-month Pricing Plan. The monthly rates for the discounted circuits shall be billed at the rates set forth below. Nonrecurring charges will be billed at the 24-month rates as set forth in Sections 7 or 17, preceding. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes.

Discounted Monthly Rate for the DS1 and DS3 Circuits:

- Monthly Recurring Rates \$14,542.25

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must be renewing DS1 and DS3 circuits.
- Circuits being renewed must be located in one of the following MSA wire centers: Phoenix-Mesa, Arizona, Colorado Springs, Colorado and Albuquerque, New Mexico.

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-001

(N)

DESCRIPTION: Contract for Three New DS1 Circuits

CONTRACT AVAILABILITY: Effective from January 31, 2014, through March 2, 2014.

CONTRACT EXPIRATION DATE: 36 - Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for three new DS1 circuits purchased on a 36-month Pricing Plan. The recurring and nonrecurring rates for the DS1s will be billed at the discounted rates set forth below. The monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Discounted rates for Three New DS1 Circuits with Mileage[1]:

- Monthly Recurring Rates \$588.75
- Nonrecurring Rates \$249.99

The following eligibility criteria must be met in order to receive this contract offer.

- The customer must be Federal Government.
- The circuits must be located in the Denver – Boulder, Colorado, MSA wire centers of Gunbarrel (BLDRCOGB) and Denver Main (DNVRCOMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

[1] Rates shown here do not include any applicable fees or taxes.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-002

(N)

DESCRIPTION: Contract for One New DS1 Circuit

CONTRACT AVAILABILITY: Effective from January 31, 2014, through March 2, 2014.

CONTRACT EXPIRATION DATE: 60 - Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one new DS1 circuit purchased on a 60-month Pricing Plan. The recurring and nonrecurring rates for the DS1 will be billed at the discounted rates set forth below. The monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounted rates for the New DS1 Circuit[1]:

- Monthly Recurring Rates \$ 80.00
- Nonrecurring Rates \$254.17

The following eligibility criteria must be met in order to receive this contract offer.

- The customer must be Federal Government.
- The circuit must be located in the Denver – Boulder, Colorado, MSA wire centers of Sullivan (DNVRCOSL) and Denver Main (DNVRCOMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

[1] Rates shown here do not include any applicable fees or taxes.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-003

DESCRIPTION: Contract for One New DS3 Circuit

CONTRACT AVAILABILITY: Effective from January 31, 2014, through March 2, 2014.

CONTRACT EXPIRATION DATE: 36 - Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for one new DS3 circuit purchased on a 36-month Pricing Plan. The monthly rates for the DS3 will be billed at the discounted rate set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be waived.

Discounted rate for the New DS3 Circuit:

- Monthly Recurring Rate \$2,414.50

The following eligibility criteria must be met in order to receive this contract offer.

- The service must be for the Federal Government.
- The circuit must be located in the Colorado Springs, Colorado, MSA wire centers of Colorado Springs - East (CLSPCOEA) and Colorado Springs - Main (CLSPCOMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-004

DESCRIPTION: Contract for Nine DS1 and Four DS3 Existing Circuits

CONTRACT AVAILABILITY: Effective from January 31, 2014, through March 2, 2014.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of 9 DS1 and 4 DS3 circuits purchased on a 36-month Pricing Plan. The monthly rates will be billed at the discounted monthly rates below and will be frozen from Company-initiated rate changes for the entire 36-months. Nonrecurring charges will not apply.

Discounted Monthly Rates for DS1 and DS3 Circuits:

- DS1 Recurring Rates \$3,089.01
- DS3 Recurring Rates \$9,387.86

The following eligibility criteria must be met in order to receive this contract offer.

- The DS1 and DS3 circuits must be existing.
- The customer must commit to purchasing at least \$8,400,000 of Qwest Contributory Services over 36-months.
- If the customer has a shortfall of the \$8.4 million Contributory Charges, then the customer will be billed the difference between the discounted rates set forth above and the respective tariff rates set forth in Sections 7 and 17, preceding.

When the entire service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

ISSUED DATE:
January 30, 2014

Issued Under Transmittal No. 51
Vice President-Regulatory Operators
100 CenturyLink Drive
Monroe, Louisiana 71203

EFFECTIVE DATE:
January 31, 2014

(N)

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-005

DESCRIPTION: Contract for Renewal of One DS3 Circuit and CO MUX

CONTRACT AVAILABILITY: Effective from March 18, 2014, through April 17, 2014.

CONTRACT EXPIRATION DATE: 36 - Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of one DS3 circuit and CO MUX purchased on a 36-month Pricing Plan. The monthly rates for the DS3 and MUX will be billed at the discounted rate set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be waived.

Discounted rate for the New DS3 Circuit and CO MUX:

- Monthly Recurring Rate \$1,477.50

The following eligibility criteria must be met in order to receive this contract offer.

- The DS3 Circuit must have been in and working for at the same location for a minimum of 36-months.
- The circuit must be located in the Salt Lake City – Ogden, Utah, MSA wire centers of Midvale (MDVAUTMA) and Salt Lake City - Main (SLKCUTMA).

When the entire service or a portion of the service is disconnected prior to the expiration of the Pricing Plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-006

(N)

DESCRIPTION: Contract for Existing DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 18, 2014, through
April 17, 2014.CONTRACT
EXPIRATION DATE: 36 - Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of 20 DS1 circuits and 4 DS3 circuits purchased on a 36-month Pricing Plan. These circuits will be billed at the discounted monthly rates set forth below and will be frozen from Company-initiated rate changes for the entire 36-months. Nonrecurring charges will not apply.

Discounted rates for DS1 and DS3:

- DS1 -Monthly Recurring Rates: \$3,060.07
- DS3 -Monthly Recurring Rates: 9,434.80

The following eligibility criterion must be met in order to receive this contract offer.

- The DS1 and DS3 circuits must be existing.
- The circuits must be located one of the following MSAs: in the Phoenix - Mesa, Arizona, wire center of Phoenix Main (PHNXAZMA); in the Denver - Boulder, Colorado wire centers of Denver East (DNVRCOEA), Denver Main (DNVRCOMA) and Drycreek (DNVRCODC); in the Portland - Vancouver, Oregon wire center of Prospect (ORCYOR18); in the Salt Lake City - Ogden, Utah wire center of Salt Lake City Main (SLKCUTMA); in the Seattle - Bellevue - Everett, Washington wire centers of Auburn (AUBNWA01), Bellevue Glencourt (BLLVWAGL) and Seattle Main (STTLWA06) and in the Spokane, Washington wire center of Riverside (SPKNWA01).

When the entire service is disconnected prior to the expiration of the Pricing Plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 14-007

(N)

DESCRIPTION: Contract for Existing DS1 and DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 18, 2014, through April 17, 2014.

CONTRACT EXPIRATION DATE: 24 - Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for the renewal of 15 DS1 circuits and 1 DS3 circuit purchased on a 24-month Pricing Plan. These circuits will be billed at the discounted monthly rates set forth below and will be frozen from Company-initiated rate changes for the entire 24-months. Nonrecurring charges will not apply.

Discounted rates for DS1 and DS3:

- DS1 -Monthly Recurring Rates: \$2,207.35
- DS3 -Monthly Recurring Rates: 1,290.00

The following eligibility criterion must be met in order to receive this contract offer.

- The DS1 and DS3 circuits must be existing.
- The circuits must be located in the Minneapolis-St. Paul, Minnesota MSA.

When the entire service is disconnected prior to the expiration of the Pricing Plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)