

CHECK SHEET

Title Page and Original Pages 0-1 to 0-53; 1-1; 2-0 to 2-138; 3-0 to 3-24; 4-0 to 4-14; 5-0 to 5-40; 6-0 to 6-455; 7-0 to 7-700; 8-1 to 8-452; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-28; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-104; 16-0 to 16-182; 17-0 to 17-472; 18-0 to 18-3; 19-0 to 19-3, 20-0 to 20-28; 21-1 to 21-48; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-2 inclusive of this Tariff are effective as of December 6, 2000. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
Title	Original	0-1.23	24th	0-9	Original
0-1	134th *	0-1.24	9th	0-10	Original
0-1.1	27th	0-1.25	11th	0-11	Original
0-1.2	23rd	0-1.26	20th	0-12	Original
0-1.3	22nd	0-1.27	17th	0-13	1st
0-1.4	14th	0-1.28	6th	0-14	Original
0-1.5	3rd	0-1.29	10th	0-15	3rd
0-1.6	3rd	0-1.30	6th	0-16	2nd
0-1.7	6th	0-1.31	3rd	0-16.1	2nd
0-1.8	8th	0-1.32	3rd	0-17	4th
0-1.9	8th	0-1.33	3rd	0-18	Original
0-1.10	11th	0-1.34	1st	0-19	Original
0-1.11	6th	0-1.35	1st	0-20	Original
0-1.12	15th	0-1.36	3rd	0-21	Original
0-1.13	5th	0-1.37	Original	0-22	Original
0-1.14	13th	0-1.38	1st	0-23	Original
0-1.15	6th	0-1.39	4th *	0-24	2nd
0-1.16	10th	0-2	1st	0-25	1st
0-1.17	8th	0-3	Original	0-26	5th
0-1.18	9th	0-4	Original	0-27	1st
0-1.19	38th	0-5	3rd	0-28	Original
0-1.20	9th	0-6	Original	0-29	Original
0-1.21	7th	0-7	Original		
0-1.22	8th	0-8	Original		

* New or Revised Page.

(Filed under Transmittal No. 160.)

Issued: May 9, 2003

Effective: May 24, 2003

1801 California Street, Denver, Colorado 80202

CHECK SHEET (Cont'd)

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
21-18	Original	21-43	Original		
21-19	Original	21-44	Original	23-14	Original
21-20	Original	21-45	Original	23-15	Original
21-21	Original	21-46	Original	23-16	Original
21-22	Original	21-47	Original	23-17	Original
21-23	Original	21-48	Original	23-18	Original
21-24	Original	22-0	Original	23-19	Original
21-25	Original	22-1	Original	23-20	Original
21-26	Original	22-2	Original	23-21	Original
21-27	Original	22-3	Original	23-22	Original
21-28	Original	22-4	Original	23-23	Original
21-29	2nd	23-0	Original	23-24	Original
21-30	Original	23-1	1st	23-25	Original
21-31	Original	23-2	1st	23-26	Original
21-32	Original	23-3	Original	23-27	Original
21-33	Original	23-4	Original	23-28	Original
21-34	Original	23-5	Original	24-0	1st
21-35	Original	23-6	Original	24-1	1st
21-36	Original	23-7	Original	24-2	Original
21-37	Original	23-8	Original	24-3	Original *
21-38	Original	23-9	Original	24-4	Original *
21-39	Original	23-10	Original	24-5	Original *
21-40	Original	23-11	Original	24-6	Original *
21-41	Original	23-12	Original	24-7	Original *
21-42	Original	23-13	Original		

* New or Revised Page.

(Filed under Transmittal No. 160.)

Issued: May 9, 2003

Effective: May 24, 2003

1801 California Street, Denver, Colorado 80202

FCC2003-032

24. CONTRACT TARIFFS

24.2 CONTRACTS (Cont'd)

CASE NO. 03-002 (N)

ORIGINAL CONTRACT NO. CDS-030117-0006

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

CONTRACT
AVAILABILITY: From May 24, 2003 through April 23, 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. Except as set forth in the Enrollment Form, the specific terms, conditions, minimum term for service (if any), rates and charges, and other terms applicable to the Services provided by Qwest shall be set forth in Qwest Corporation Tariff F.C.C. No. 1. The Service is not provided pursuant to the Enrollment Form and the Service may extend beyond the Term of the Enrollment Form.

B. This Contract applies to Private Line Service – SHNS specified in Sections 15 and 17.

C. To qualify for this Plan, the customer must generate a minimum annual SHNS product revenue of \$18,000,000.00. The minimum annual revenue must be generated as of the Effective Date of this Contract. (N)

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002 (Cont'd)

D. 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 Plan Term expires, may be extended to either a 36- or 60-month term contract once the original SHNS Fixed Period Rate Plan expires.
- New Minimum Service Periods will not be initiated for SHNS Fixed Period Rate Plans that are renewed during this Plan Term.

For all SHNS Fixed Period Rate Plans covered under this Plan, 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%

(Filed under Transmittal No. 160.)

Issued: May 9, 2003

Effective: May 24, 2003

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002

D. 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.
- In order to start receiving a discount for a SHNS ring, the customer must send to Qwest an ASR that has:
 - An identifier (SNID) for the particular SHNS ring
 - Which discount option is to apply clearly noted in the comments section, and
 - Whether the term will be 36 or 60 months clearly noted.
- Discounts will begin to apply on the effective date on the ASR 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.

E. Notices

All required notices shall be in writing, transmitted to the parties' addresses specified in the Contract, and will be considered given:

- When delivered in person to the recipient named in the Contract
- When deposited in either registered or certified U.S. Mail, return receipt requested, postage paid, or
- When delivered to an overnight courier service.

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002 (Cont'd)

(N)

F. Publicity

Neither party shall, without the prior written consent of the other party:

1. Issue any press release or make any other public announcement regarding this Enrollment Form or any relation between the customer and Qwest; or
2. Use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates.

Such consent by Qwest may be given in the case of subparagraph 1. only by Qwest's Corporate Communications Department and in the case of subparagraph 2., only by Qwest's Chief Marketing Officer or a designee. Any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect.

G. Filing Concurrence; Change of Law

The customer acknowledges that, pursuant to FCC requirements, Qwest is required to file this summary of the Enrollment Form and any subsequent addenda as a Contract Tariff with the FCC. At the request of the FCC, the Enrollment Form may be filed with the FCC by either party upon notification to the other party. If any provision of the Enrollment Form or the Contract Tariff is deemed finally to be in violation of any regulation, law, or FCC order or court decision, the Enrollment Form and this Contract Tariff shall continue to be in full force and effect with respect to provisions not affected by such regulation, law, FCC Order or court decision. A final change in law with respect to any regulation, law, FCC Order or court decision shall be deemed to be self executing by Qwest and the customer and shall not require the filing of an amendment or new Enrollment Form to effectuate the change in law.

H. Miscellaneous

1. Any dispute arising out of the Enrollment Form which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services Comprehensive Arbitration Rules and held in Denver, CO.

(N)

(Filed under Transmittal No. 160.)

Issued: May 9, 2003

Effective: May 24, 2003

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002

H. Miscellaneous (Cont'd)

2. The customer may not assign directly or indirectly or by operation of law through merger, divestiture or reorganization the Enrollment Form or any of its rights or obligations hereunder without the prior written consent of Qwest.
3. The Enrollment Form and Tariff FCC No. 1 constitute the entire agreement between the customer and Qwest with respect to the subject matter hereof and expressly supercedes any prior written or oral agreements or understandings between the parties. In the event of a conflict of terms between the Enrollment Form and Tariff FCC No. 1, the terms of the Tariff FCC No. 1 shall be controlling. The terms of the Enrollment Form and Tariff FCC No. 1 are subject to the jurisdiction of the FCC.
4. Any amendments to the Enrollment Form shall be in writing and signed by authorized representatives of both parties.
5. In event of merger, acquisition or change in control of Qwest or the customer, the Enrollment Form shall be open to re-negotiation on all terms and conditions, except the provision indicating that the terms of the Tariff FCC No. 1 shall be controlling is not negotiable.
6. All Services pursuant to the Enrollment Form are interstate services subject to the jurisdiction of the Tariff FCC No. 1.

(N)

(N)

(Filed under Transmittal No. 160.)

Issued: May 9, 2003

Effective: May 24, 2003