

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 7-798; 8-1 to 8-457; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-42; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-104; 16-0 to 16-185; 17-0 to 17-472; 18-0 to 18-3; 19-0 to 19-5, 20-0 to 20-28; 21-1 to 21-48; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-14 inclusive of this Tariff are effective as of November 11, 2003. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

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| Title | Original | 0-1.23 | 29th * | 0-9 | Original |
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| 0-1.2 | 24th | 0-1.26 | 21st | 0-12 | Original |
| 0-1.3 | 25th | 0-1.27 | 20th | 0-13 | 2nd |
| 0-1.4 | 15th | 0-1.28 | 6th | 0-14 | Original |
| 0-1.5 | 3rd | 0-1.29 | 11th | 0-15 | 5th |
| 0-1.6 | 3rd | 0-1.30 | 6th | 0-16 | 2nd |
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| 0-1.9 | 11th | 0-1.33 | 3rd | 0-18 | Original |
| 0-1.10 | 13th | 0-1.34 | 1st | 0-19 | Original |
| 0-1.11 | 8th | 0-1.35 | 1st | 0-20 | Original |
| 0-1.12 | 19th | 0-1.36 | 4th | 0-21 | Original |
| 0-1.13 | 7th | 0-1.37 | Original | 0-22 | Original |
| 0-1.14 | 15th | 0-1.38 | 2nd | 0-23 | Original |
| 0-1.15 | 7th | 0-1.39 | 10th | 0-24 | 2nd |
| 0-1.16 | 13th | 0-2 | 1st | 0-25 | 1st |
| 0-1.17 | 9th | 0-3 | 1st | 0-26 | 5th |
| 0-1.18 | 13th | 0-4 | Original | 0-27 | 1st |
| 0-1.19 | 49th | 0-5 | 3rd | 0-28 | Original |
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| 0-1.21 | 7th | 0-7 | Original | | |
| 0-1.22 | 8th | 0-8 | Original | | |

* New or Revised Page.

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| 8-292.1 | 2nd | 8-317 | 1st | 8-353 | 1st |
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| 8-308.1 | 7th | 8-338 | 1st | 8-371.1 | 1st |
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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.4 PRICING PLANS

A.2. (Cont'd)

- The Volume Commitment Option II plan allows the customer to choose a 5-year Fixed Period Service Rate Plan with a minimum commitment of 150,000 subscription lines by the end of the first year and a minimum 200,001 subscription lines as of the end of the third, fourth and fifth year periods. If the Company has billed the customer for 4 million months of service by the end of the third year, the customer will be considered to have met all commitment levels. The months of service are calculated as follows:
 - Number of DSL lines times the number of months the services are active and billing, equals months of service.
 - Example: 25,000 DSL lines per month times 12 months equals 300,000 months of service during a year.
- The Volume Commitment Option III plan allows the customer to choose the number of *QWEST DSL* lines they will acquire over the 60-month Fixed Period Service Rate Plan with a subscription range of 120,000 lines to 500,000 lines.

(M) Certain material previously found on this page can now be found on Page 8-304.2.

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.4 PRICING PLANS

A.2. (Cont'd)

- Volume Commitment Option IV provides existing *QWEST DSL* Volume Plan customer(s) or former *QWEST DSL* Volume Plan customer(s) with a minimum of 5,000 DSL subscribers discounted rates and a maximum period of time to terminate *QWEST DSL* Service. Customers who choose Option IV prior to the expiration of their existing Volume Commitment Fixed Period Service Rate Plan will be subject to TLA and/or shortfall charges, as set forth in 8.1.5, preceding, which must be paid prior to activation of Option IV.

Customers who choose Option IV will receive the applicable discount on the DSL monthly rates, as set forth in 8.4.5.A & B, following, during their participation in Option IV. The discount percentage shall be based on the number of active DSL ports in service when Option IV goes into effect, as set forth in 8.4.5.C, following. The customer's participation in Option IV will terminate when the earlier of the following occurs:

- The date that the customer disconnects the last DSL line that existed or was purchased under this option.
- The expiration of 24 months following the customer's written election to participate in Option IV. At the conclusion of Option IV, the customer's remaining active DSL lines will be billed the monthly rates, as set forth in 8.4.5.A & B, following.

Section 8.1.5, preceding, provides other specific terms and conditions for the *QWEST DSL* Volume Plans.

(N)

(N)

(C)(M)
(C)(M)

(M) Certain material on this page formerly appeared on Page 8-304.1.

(M) Certain material previously found on this page can now be found on Page 8-304.3.

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.4 PRICING PLANS

A.2. (Cont'd)

Volume discounts for Basic Discount Option and Volume Commitment Options I, II, III and IV are applicable to monthly rates only. The discounts are applied to the month-to-month QWEST DSL Service rates as set forth in 8.4.5, following. Nonrecurring charges will not be discounted for Volume Commitment Option I and nonrecurring charges for Volume Commitment Option II will not apply. Basic Discount Option and Volume Commitment Option I are available on a 36 month Fixed Period Rate Plan, Volume Commitment Options II and III are available on a 60 month Fixed Period Service Rate and Volume Commitment Option IV is available for 24 months or less, as set forth above.

(T)(M)
(C)(M)
(M)
(M)
(C)(M)
(C)

- Obligations of customers who subscribe to QWEST DSL Volume Plans:
 - Must establish QWEST DSL HOST Service in all LATAs where the customer subscribes to QWEST DSL Service. This may be satisfied by purchasing QWEST DSL HOST Service or a broadband access aggregation service compatible with Qwest's network.
 - Must submit orders to the Company electronically in a format and manner designated by the Company
 - Must provide customer premises equipment to its end users
 - Must deal directly with its end users and be solely liable with respect to all matters relating to the service, including marketing, ordering, technical support, billing and collections
 - Must direct end users not to contact the Company regarding any aspect of the service
 - Must communicate an end user's request to disconnect QWEST DSL Service to the Company within two business days of end user's notification to the customer purchasing under any QWEST DSL Volume Plan
- The telecommunications services offered under the QWEST DSL Volume Plan are provided at wholesale to carriers and non-carriers. The telecommunications services offered under the QWEST DSL Volume Plan are not services that the Company provides at retail, and, accordingly, are not subject to the rate provisions of Sections 251 (c) (4) and 252 (d) (3) of the Communications Act, 47 U.S.C. §§ 251 (c) (4), 252 (d) (3).

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.5 RATES AND CHARGES

C. QWEST DSL Volume Plan (Cont'd)

| TOTAL DSL ACTIVE PORTS IN SERVICE | DISCOUNT % OF MONTHLY RATE |
|--|---------------------------------------|
| • Volume Commitment Option IV[1] | |
| - 0 - 4,999 | 1% |
| - 5,000 - 9,999 | 2.5% |
| - 10,000 - 14,999 | 5% |
| - 15,000 - 24,999 | 10% |
| - 25,000 + | 19.65% |

(N)

[1] Customers who choose Volume Commitment Option IV and add new subscribers will be billed the Activation Fee that was associated with their original Volume Plan.

(N)