

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.

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	30th *	0-9	Original
0-1	159th *	0-1.24	12th	0-10	Original
0-1.1	32nd *	0-1.25	13th	0-11	Original
0-1.2	24th	0-1.26	22nd *	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
0-1.7	6th	0-1.31	3rd	0-16.1	4th
0-1.8	8th	0-1.32	3rd	0-17	4th
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	50th *	0-5	3rd	0-28	Original
0-1.20	11th *	0-6	Original	0-29	Original
0-1.21	7th	0-7	Original		
0-1.22	8th	0-8	Original		

* New or Revised Page.

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Issued: January 23, 2004

Effective: February 7, 2004

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
0-30	2nd	0-50	Original	2-16	Original
0-30.1	Original	0-51	Original	2-17	Original
0-31	Original	0-52	Original	2-18	Original
0-32	Original	0-53	Original	2-19	Original
0-33	Original	1-1	Original	2-20	Original
0-33.1	Original	2-0	2nd	2-21	1st
0-34	Original	2-0.1	4th	2-22	1st
0-35	1st	2-1	1st	2-23	1st
0-35.1	Original	2-2	1st	2-24	1st
0-36	Original	2-3	2nd	2-25	2nd
0-37	1st	2-4	Original	2-26	Original
0-38	2nd	2-5	1st	2-27	1st
0-39	Original	2-6	1st	2-28	Original
0-40	Original	2-7	Original	2-29	Original
0-41	Original	2-8	1st	2-30	2nd
0-42	1st	2-9	1st	2-31	Original
0-43	Original	2-10	3rd	2-32	Original
0-44	1st	2-11	2nd	2-33	Original
0-45	2nd	2-12	Original	2-34	Original
0-46	2nd	2-13	Original	2-35	2nd
0-47	3rd	2-14	Original	2-36	1st
0-48	10th *	2-14.1	Original		
0-49	Original	2-15	Original		

* New or Revised Page.

(Filed under Transmittal No. 183.)

Issued: January 23, 2004

Effective: February 7, 2004

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
7-752	Original	7-789	Original	8-19	1st
7-753	Original	7-790	Original	8-20	2nd
7-754	Original	7-791	Original	8-21	1st
7-755	Original	7-792	Original	8-22	1st
7-756	Original	7-793	Original	8-23	1st
7-757	Original	7-794	Original	8-24	2nd
7-758	Original	7-795	Original	8-25	3rd
7-759	Original	7-796	Original	8-25.1	1st
7-760	1st	7-797	Original	8-26	5th
7-761	Original	7-798	Original	8-27	2nd
7-762	Original	8-0	3rd	8-28	2nd
7-763	Original	8-0.1	4th	8-29	2nd
7-764	Original	8-1	4th	8-30	3rd
7-765	Original	8-2	1st	8-30.1	1st
7-766	Original	8-3	4th	8-31	2nd
7-767	Original	8-4	4th	8-32	2nd
7-768	Original	8-5	1st	8-33	1st
7-769	Original	8-6	4th	8-34	2nd
7-770	Original	8-7	1st	8-35	2nd
7-771	Original	8-8	1st	8-36	3rd
7-772	Original	8-9	1st	8-37	1st
7-773	Original	8-10	1st	8-38	1st
7-774	Original	8-11	4th	8-39	1st
7-775	Original	8-11.1	2nd	8-40	1st
7-776	Original	8-11.2	2nd	8-40.1	1st
7-777	Original	8-11.3	3rd *	8-40.2	2nd
7-778	Original	8-11.4	1st *	8-40.3	2nd
7-779	Original	8-11.5	1st *	8-40.4	Original
7-780	Original	8-11.6	1st *	8-40.5	Original
7-781	Original	8-11.7	Original	8-40.6	Original
7-782	Original	8-12	1st	8-40.7	Original
7-783	Original	8-13	1st	8-40.8	Original
7-784	Original	8-14	1st	8-40.9	3rd
7-785	Original	8-15	4th	8-40.10	Original
7-786	Original	8-16	3rd	8-40.11	Original
7-787	Original	8-17	3rd	8-40.12	Original
7-788	Original	8-18	3rd	8-40.13	Original

* New or Revised Page.

(Filed under Transmittal No. 183.)

Issued: January 23, 2004

Effective: February 7, 2004

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
8-40.14	Original	8-63	1st	8-95	1st
8-40.15	Original	8-64	1st	8-96	1st
8-40.16	1st	8-65	1st	8-97	1st
8-40.17	Original	8-66	1st	8-98	1st
8-40.18	Original	8-67	1st	8-99	1st
8-40.19	Original	8-68	1st	8-100	1st
8-40.20	Original	8-69	1st	8-101	1st
8-40.21	1st	8-70	1st	8-102	1st
8-40.22	Original	8-71	1st	8-103	1st
8-40.23	Original	8-72	1st	8-104	1st
8-40.24	Original	8-73	1st	8-105	1st
8-40.25	Original	8-74	2nd	8-106	3rd
8-40.26	Original	8-74.1	Original	8-107	2nd
8-40.27	Original	8-75	2nd	8-108	2nd
8-40.28	1st *	8-76	2nd	8-109	1st
8-40.29	Original *	8-77	1st	8-110	1st
8-41	1st	8-78	2nd	8-111	1st
8-42	1st	8-79	2nd	8-112	1st
8-43	1st	8-80	1st	8-113	1st
8-44	1st	8-81	2nd	8-114	1st
8-45	1st	8-82	2nd	8-115	1st
8-46	1st	8-83	2nd	8-116	1st
8-47	1st	8-84	1st	8-117	1st
8-48	1st	8-85	2nd	8-118	1st
8-49	1st	8-85.1	1st	8-119	2nd
8-50	2nd	8-86	1st	8-120	2nd
8-51	2nd	8-87	2nd	8-121	2nd
8-52	1st	8-88	2nd	8-122	2nd
8-53	1st	8-89	2nd	8-123	3rd
8-54	1st	8-90	2nd	8-124	2nd
8-55	1st	8-91	3rd	8-125	2nd
8-56	1st	8-92	1st	8-126	2nd
8-57	1st	8-93	1st	8-127	1st
8-58	1st	8-93.1	2nd	8-128	1st
8-59	1st	8-93.2	1st	8-129	1st
8-60	1st	8-93.3	1st		
8-61	1st	8-94	1st		
8-62	1st				

* New or Revised Page.

(Filed under Transmittal No. 183.)

Issued: January 23, 2004

Effective: February 7, 2004

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
8-286	2nd	8-310.7	Original	8-347	3rd
8-287	2nd	8-311	6th	8-348	2nd
8-288	6th	8-312	7th	8-349	1st
8-289	3rd	8-313	5th	8-350	2nd
8-290	4th	8-314	4th	8-351	3rd
8-291	4th	8-315	3rd	8-351.1	1st
8-292	6th *	8-316	1st	8-352	2nd
8-292.1	3rd *	8-317	1st	8-353	1st
8-293	5th	8-318	1st	8-354	1st
8-294	5th	8-319	2nd	8-355	1st
8-295	4th	8-320	2nd	8-356	1st
8-296	6th	8-321	1st	8-357	3rd
8-297	2nd	8-322	1st	8-358	3rd
8-298	2nd	8-323	1st	8-358.1	1st
8-299	4th	8-324	2nd	8-359	1st
8-300	2nd	8-325	1st	8-360	2nd
8-301	2nd	8-326	1st	8-361	3rd
8-302	6th	8-327	1st	8-361.1	1st
8-303	3rd	8-328	1st	8-362	2nd
8-304	7th *	8-329	2nd	8-363	1st
8-304.1	3rd	8-330	1st	8-364	1st
8-304.2	1st	8-331	1st	8-365	1st
8-304.3	Original	8-332	1st	8-366	1st
8-305	4th	8-333	2nd	8-367	3rd
8-305.1	Original	8-334	2nd	8-368	3rd
8-306	4th	8-335	1st	8-368.1	1st
8-307	9th *	8-335.1	1st	8-369	1st
8-307.1	1st *	8-336	1st	8-370	2nd
8-308	8th *	8-337	1st	8-371	3rd
8-308.1	8th *	8-338	1st	8-371.1	1st
8-309	5th *	8-339	1st	8-372	2nd
8-310	7th *	8-340	2nd	8-373	1st
8-310.1	3rd	8-341	1st	8-374	1st
8-310.2	1st	8-342	2nd	8-375	1st
8-310.3	1st	8-343	1st	8-376	1st
8-310.4	2nd	8-344	1st	8-377	3rd
8-310.5	3rd	8-345	1st	8-378	3rd
8-310.6	3rd *	8-346	1st	8-378.1	1st

* New or Revised Page.

(Filed under Transmittal No. 183.)

Issued: January 23, 2004

Effective: February 7, 2004

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
10-65	Original	12-7	4th	12-36	Original
10-66	2nd	12-8	1st	12-37	Original
10-67	1st	12-9	Original	12-38	Original
10-68	2nd	12-10	Original	12-39	Original
10-69	1st	12-11	Original	12-40	Original
10-70	Original	12-12	Original	12-41	Original
10-71	Original	12-13	Original	12-42	Original
11-0	Original	12-14	1st	13-0	5th
11-1	1st	12-15	2nd *	13-0.1	3rd
11-2	Original	12-16	1st	13-0.2	1st
11-3	Original	12-17	1st	13-1	Original
11-4	1st	12-18	Original	13-2	Original
11-5	Original	12-19	Original	13-3	Original
11-6	Original	12-20	1st	13-4	Original
11-7	Original	12-21	Original	13-5	Original
11-8	1st	12-22	Original	13-6	Original
11-9	1st	12-23	1st	13-7	Original
11-10	Original	12-24	Original	13-8	Original
11-11	Original	12-25	Original	13-9	Original
11-12	Original	12-26	Original	13-10	Original
11-13	Original	12-27	Original	13-11	Original
11-14	Original	12-28	Original	13-12	Original
12-0	Original	12-29	1st	13-13	Original
12-1	Original	12-30	1st	13-14	Original
12-2	Original	12-31	Original	13-15	Original
12-3	Original	12-32	Original	13-16	Original
12-4	Original	12-33	Original	13-17	Original
12-5	Original	12-34	Original		
12-6	Original	12-35	Original		

* New or Revised Page.

(Filed under Transmittal No. 183.)

Issued: January 23, 2004

Effective: February 7, 2004

REFERENCE TO TECHNICAL PUBLICATIONS

Qwest Corporation Technical Publication (Cont'd)

PUB 77375 Issue D Issued: October, 1995	Available: October, 1995	
PUB 77376 Issue B Issued: December, 1996	Available: December, 1996	
PUB 77378 Issue F Issued: October, 2002	Available: October, 2002	
PUB 77380 Issue A Issued: August, 1995	Available: August, 1995	
PUB 77386 Issue B Issued: April, 1997	Available: April, 1997	
PUB 77392 Issue L Issued: January, 2004	Available: January, 2004	(C) (C)
PUB 77396 Issue H Issued: August, 2003	Available: August, 2003	
PUB 77399 Issue A Issued: November, 1999	Available: November, 1999	
PUB 77401 Issue A Issued: June, 1999	Available: June, 1999	
PUB 77402 Issue B Issued: April, 2000	Available: April, 2000	
PUB 77407 Issue E Issued: November, 2003	Available: November, 2003	
PUB 77411 Issue A Issued: November, 2003	Available: November, 2003	

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8. ADVANCED COMMUNICATIONS NETWORKS

8.1 RATE REGULATIONS

8.1.5 TERMINATION LIABILITY AND WAIVER POLICY

B. Termination Liability

3.b.(1) (Cont'd)

- The customer has 22,000 *Qwest DSL 640k* lines active and billable at the 12 month review. The customer has not reached the 25,000 line requirement, so they would be moved to the Basic Discount Option at a 12% discount for the subsequent year in lieu of the 14% discount associated with the 100,000 *QWEST DSL* Volume Commitment. The adjustment for month 12 would be calculated as follows: (T)

$$\begin{aligned} &14\% \text{ of } (22,000 \text{ lines} \times \$29.95 \text{ each} = \$658,900) = \$92,246 \\ &\$92,246 + \$9,225 \text{ (10\% Surcharge)} = \\ &\$101,471 \text{ for month 12} \end{aligned}$$

The above calculation would need to be applied to each of the previous 11 months and totaled with the 12th month to reach the annual adjustment.

- The customer has 27,000 *Qwest DSL 640k* lines active and billable at the 12 month review, but at the 24 month review has 57,000 active and billable lines. The first year would receive the 14% discount since the 25 % commitment level was reached. However, at the end of the 24 month review the customer would be moved to the Basic Discount Option at a 13% discount for the subsequent year in lieu of the 14 % discount associated with the 100,000 *QWEST DSL* Volume Commitment. The adjustment is only for the lines installed during the 2nd year and would be calculated as follows: (T)

$$\begin{aligned} &14\% \text{ of } (30,000 \text{ lines} \times \$29.95 \text{ each} = \$898,500) = \$125,790 \\ &\$125,790 + \$12,579 \text{ (10\% Surcharge)} = \\ &\$138,369 \text{ addition to the second year's billing} \end{aligned}$$

8. ADVANCED COMMUNICATIONS NETWORKS

8.1 RATE REGULATIONS

8.1.5 TERMINATION LIABILITY AND WAIVER POLICY

B. Termination Liability

3.b. (Cont'd)

(2) Volume Commitment Option II

The *QWEST DSL* Volume Plan customer(s) must commit to having a designated number of active or billable *QWEST DSL* lines comprised of *Qwest Choice DSL*, *QWEST DSL SELECT* and/or *Qwest DSL 640k Services*, as set forth below. This Volume Commitment Option II is only available on a 5-year Fixed Period Service Rate Plan. The customer must acquire a minimum of 150,000 active and billable *QWEST DSL* lines at any time during the first year of their 5-year Fixed Period Service Rate Plan. If the customer acquires the minimum of active and billable *QWEST DSL* lines at any time during the first year, there is no minimum requirement for the second year of the Fixed Period Service Rate Plan. The customer must acquire at least 200,001 active and billable *QWEST DSL* lines as of the end of the third, fourth and fifth years. (T)

- Annual Verification

The Company will annually review the number of active or billable *QWEST DSL* lines to determine whether or not the customer has reached their commitment level for that respective year as determined above. If the customer fails to meet the committed number of active or billable lines, the Company will adjust their billing as follows:

8. ADVANCED COMMUNICATIONS NETWORKS

8.1 RATE REGULATIONS

8.1.5 TERMINATION LIABILITY AND WAIVER POLICY

B. Termination Liability

3.b.(2) (Cont'd)

- Shortfall Calculation

If the customer falls short of their yearly commitment level (150,000 lines by the end of the first year, 200,001 lines as of the end of the third, fourth and fifth years), the customer shall pay an amount equal to the difference between the customer's applicable DSL commitment level and the customer's actual DSL lines multiplied by the applicable monthly rate times 12.

Example: If the customer's active and billable actual DSL lines at the Annual Verification total 195,000, 5,001 short of the 200,001 commitment level, the Shortfall Calculation will be calculated as follows:

Commitment Level of 200,001 lines minus 195,000 (actual lines) = 5,001 line shortfall. Volume Commitment Option II rate (e.g., \$24.86, *Qwest DSL 640k* monthly rate, or the customer's *Qwest DSL 640k* Fixed Period Service Rate minus 17%). 5,001 (Line Shortfall) X \$24.86 X 12 = \$1,491,898.32 Shortfall charge.

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(Filed under Transmittal No. 183.)

Issued: January 23, 2004

Effective: February 7, 2004

8. ADVANCED COMMUNICATIONS NETWORKS

8.1 RATE REGULATIONS

8.1.5 TERMINATION LIABILITY AND WAIVER POLICY

B. Termination Liability

3.b. (Cont'd)

(3) Volume Commitment Option III

The *QWEST DSL* Volume Plan customer(s) must commit to having a designated number of active or billable *QWEST DSL* lines comprised of *Qwest DSL 640k Service*, as set forth below. This Volume Commitment Option III is only available on a 5-year Fixed Period Service Rate Plan. The customer must acquire a minimum of active and billable *QWEST DSL* lines as follows to be eligible for the Volume Commitment Option III:

(T)
(T)

- 120,000 lines by the end of 18 months
- 260,000 lines by the end of 30 months
- 400,000 lines by the end of 42 months
- 500,000 lines by the end of 54 months

- Annual Verification

The Company will annually review the number of active or billable *QWEST DSL* lines to determine whether or not the customer has reached their commitment level for that respective year as determined above. Should the customer not reach the commitment level, they shall have an additional 180 days to make up the shortfall. If the customer fails to meet the committed number of active or billable lines within the additional 180 days, the Company will adjust their billing as follows:

8. ADVANCED COMMUNICATIONS NETWORKS

8.1 GENERAL

8.1.8 PROMOTIONS (Cont'd)

YY. DMT *Qwest Choice DSL* and DMT *Qwest DSL 640k* Service Promotion – (T)
December 13, 2003 through February 27, 2004

For a limited time only, the nonrecurring charges for DMT *Qwest Choice DSL* and DMT *Qwest DSL 640k* Service will be waived for customers who apply for new service or for existing customers who apply for service at a new customer premises or location. Customers must apply for service from December 13, 2003 through February 27, 2004 to be eligible for the promotion, with order completion within 60 days of the order application date. When order completion is delayed due to Company reasons, the order completion date will be extended. This offering is not available with any other promotion and is not available to *QWEST DSL* Volume Plan subscribers. (T)

ZZ. DMT *Qwest Choice DSL*, DMT *Qwest DSL 640k* and CAP *Qwest DSL 640k* Service Promotion – December 13, 2003 through March 11, 2004 (T)

For a limited time only, DMT *Qwest Choice DSL*, DMT *Qwest DSL 640k* and CAP *Qwest DSL 640k* customers who subscribe to 36- or 60-Month Pricing Plans may switch to a Monthly Pricing Plan without incurring nonrecurring charges or Termination Liability. Customers must apply for this offering from December 13, 2003 through March 11, 2004 to be eligible for the promotion, with order completion within 60 days of the order application date. When order completion is delayed due to Company reasons, the order completion date will be extended. This offering is not available with any other promotion. (T)

8. ADVANCED COMMUNICATIONS NETWORKS

8.1 GENERAL

8.1.8 PROMOTIONS (Cont'd)

- A1. DMT *Qwest Choice DSL Deluxe* Service Promotion – February 7, 2004 through February 27, 2004

For a limited time only, the nonrecurring charge for DMT *Qwest Choice DSL Deluxe* Service will be waived for customers who apply for new service and the Speed/Destination Channel Change Charge will be waived for existing *Qwest Choice DSL* and *Qwest DSL 640k* customers who upgrade to DMT *Qwest Choice DSL Deluxe* Service. Customers must apply for service from February 7, 2004 through February 27, 2004 to be eligible for the promotion, with order completion within 60 days of the order application date. When order completion is delayed due to Company reasons, the order completion date will be extended. This offering is not available with any other promotion and is not available to *QWEST DSL Volume Plan* subscribers.

(N)

(N)

8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.1 GENERAL

B.1 (Cont'd)

Customers who purchase *QWEST DSL* Service will receive DMT protocol. All *CAP QWEST DSL* Services are grandfathered as of April 4, 2001, except *CAP QWEST DSL SELECT* which is grandfathered as of June 14, 2001. Customers who purchased *QWEST DSL* Service with *CAP* protocol prior to the respective grandfather dates will retain this service. *CAP* protocol is not capable of providing the precise service speeds as defined below for DMT protocol.

DMT *QWEST DSL* is available in 4 categories: *Qwest Choice DSL*, *Qwest DSL 640k*, *Qwest Choice DSL Deluxe* and *QWEST DSL PRO* (Professional). *QWEST DSL PRO* is available from 256 kbps up to 7 Mbps (Down Stream) and includes Installation and Service Guarantees as set forth in D. and E., following.

(C)
(T)

DMT RATE ELEMENTS	DOWN STREAM CONNECTION SPEED	UP STREAM CONNECTON SPEED	TYPE[1]
<i>Qwest Choice DSL</i>	256 kbps	128 kbps up to 256 kbps	Dedicated
<i>Qwest DSL 640k</i>	256 up to 640 kbps	128 kbps up to 256 kbps	Dedicated
<i>Qwest Choice DSL Deluxe</i>	up to 1.5 Mbps	128 kbps up to 1 Mbps	Dedicated
<i>QWEST DSL PRO DELUXE</i>	256 up to 640 kbps	128 kbps up to 256 kbps	Dedicated
<i>QWEST DSL PRO 640 KBPS</i>	640 kbps	128 kbps up to 640 kbps	Dedicated
<i>QWEST DSL PRO 1 MBPS</i>	1.024 Mbps	128 kbps up to 1.024 Mbps	Dedicated
<i>QWEST DSL PRO 4 MBPS</i>	4.0 Mbps	128 kbps up to 1.024 Mbps	Dedicated
<i>QWEST DSL PRO 7 MBPS</i>	7.0 Mbps	128 kbps up to 1.024 Mbps	Dedicated

(T)
(N)
(N)

[1] Upstream speeds will be set to allow the maximum speed within the range. Actual connection speed may be limited by the physical condition of the customer's line.

8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.1 GENERAL

B.1 (Cont'd)

CAP *Qwest DSL 640k* and CAP *QWEST DSL PRO* are grandfathered service categories as of April 4, 2001, and CAP *QWEST DSL SELECT* [1] is grandfathered as of June 14, 2001. Existing customers of CAP *QWEST DSL* Services will be able to change the destination of their service, however any other changes, including speed changes, will require the customer to migrate to DMT *QWEST DSL* or completely disconnect service. CAP *QWEST DSL PRO* for existing customers includes Service Guarantees as set forth in 8.4.1.

(T)

CAP RATE ELEMENTS	DOWN STREAM CONNECTION SPEED	UP STREAM CONNECTON SPEED	TYPE
<i>QWEST DSL SELECT</i>	256 up to 640 kbps	272	Per Session
<i>Qwest DSL 640k</i>	256 up to 640 kbps	272	Dedicated
<i>QWEST DSL PRO DELUXE</i>	256 up to 640 kbps	272	Dedicated
<i>QWEST DSL PRO 640 KBPS</i>	640 kbps	544	Dedicated
<i>QWEST DSL PRO 960 KBPS</i>	960 kbps	816	Dedicated
<i>QWEST DSL PRO 1.2 MBPS</i>	1.280 Mbps	1088	Dedicated
<i>QWEST DSL PRO 4 MBPS</i>	4.480 Mbps	1088	Dedicated
<i>QWEST DSL PRO 7 MBPS</i>	7.168 Mbps	1088	Dedicated

(T)

CAP *QWEST DSL Services* are provided as either dedicated or per session connections. Dedicated connections provide a modem devoted specifically to the customer while per session connections utilize pooled modems, both services while connected offer equivalent performance.

(T)

QWEST DSL SELECT is a per session connection. Per session connection customers must vie for a modem in the pool and the potential for a busy state exists. The Company will limit each session connect time, but will ensure a session of no less than one hour but no more than four hours, with all customers having the same maximum session time. The Company will not change the maximum session time more than once a month. A per session connection customer can expect to establish a connection within one to two hours of the initial attempt.

(T)

[1] *QWEST DSL SELECT* is provisioned independent of DMT capacity and cannot use Dedicated DMT-based capacity. In the event an order for *QWEST DSL SELECT* Service is delayed for Company reasons, the customer will have the option of subscribing to a new DMT dedicated service and receiving a onetime credit of \$30. The \$30 credit will only be available if the *QWEST DSL SELECT* is delayed for Company reasons and the order is placed on or before June 13, 2001. This offer may be combined with other *DSL* Promotion.

8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE (Cont'd)

8.4.4 PRICING PLANS

A. Pricing Plan Terms and Conditions

1. *QWEST DSL* Service may be ordered on a month-to-month or on a Fixed Period Service Rate Plan for 12, 36 or 60 months at the rates set forth in 8.4.5, following. Exception: as of August 7, 2001, *Qwest DSL 640k* will no longer offer Fixed Period Service Rate Plans for 12, 36, or 60 months to new customers or for renewal once existing plans reach termination. (T)
2. *QWEST DSL* Volume Plan provides *QWEST DSL HOST* customers discounted rates if they agree to the conditions of either the Basic Discount Option or one of the Volume Commitment Options.
 - The Basic Discount Option is for the customer who commit to having a minimum of 15,000 active and billable *QWEST DSL* lines by the end of their initial 12 month period. The initial 12 month period will start on the date the customer has the first *QWEST DSL* line installed.

The nonrecurring charge associated with all Basic Discount Option *QWEST DSL* lines will be waived when the service is connected. However, for each *QWEST DSL* line that disconnects without being in service for at least 12 months, a nonrecurring charge will be assessed as set forth in 8.4.5.A, following.

- The Volume Commitment Option I plan allows the customer to choose the number of *QWEST DSL* lines they will acquire over the 36 month Fixed Period Service Rate Plan with a subscription range of 60,001 lines to 400,000 lines.

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE (Cont'd)

8.4.5 RATES AND CHARGES

A. *QWEST DSL* Service

Fixed Period Service Rate Plans for 12, 36, and 60 months are grandfathered as set forth in 8.4.4, preceding, for *Qwest Choice DSL Deluxe*.

1. DMT *QWEST DSL* Service Charge, per termination

	USOC	NONRECURRING CHARGE	MONTHLY RATE	
a. DMT <i>Qwest Choice DSL</i> ,				
• Dedicated connection				
- Monthly	GRLSM	\$99.00	\$15.00	
b. DMT <i>Qwest DSL 640k</i> ,				(T)
• Dedicated connection				
- Monthly	GRLAM	99.00	28.00	
- 12 Months	GRLA1	99.00	28.00	
- 36 Months	GRLA3	99.00	29.95	
- 60 Months	GRLA5	99.00	29.95	

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.5 RATES AND CHARGES

A. *QWEST DSL Service*

1. DMT *QWEST DSL Service Charge, (Cont'd)*
per termination

	USOC	NONRECURRING CHARGE	MONTHLY RATE	
c. DMT <i>Qwest Choice DSL Deluxe,</i>				(N)
• Dedicated connection				
- Monthly	GRLZM	\$99.00	\$28.00	(N)
d. DMT <i>QWEST DSL PRO DELUXE,</i>				(T)
• Dedicated connection				
- Monthly	GRLGM	99.00	55.00	
- 12 Months	GRLG1	99.00	55.00	
- 36 Months	GRLG3	99.00	55.00	
- 60 Months	GRLG5	99.00	55.00	

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.5 RATES AND CHARGES

A.1. (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE	
e. DMT <i>QWEST DSL PRO 640 KBPS</i>				(T)
• Dedicated connection				
- Monthly	GRLBM	\$99.00	\$66.00	
- 12 Months	GRLB1	99.00	64.00	
- 36 Months	GRLB3	99.00	62.00	
- 60 Months	GRLB5	99.00	60.00	
f. DMT <i>QWEST DSL PRO 1 MBPS</i>				(T)
• Dedicated connection				
- Monthly	GRLDM	99.00	88.00	
- 12 Months	GRLD1	99.00	84.00	
- 36 Months	GRLD3	99.00	80.00	
- 60 Months	GRLD5	99.00	76.00	

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.5 RATES AND CHARGES

A.1. (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE	
g. DMT <i>QWEST DSL PRO 4 MBPS</i>				(T)
• Dedicated connection				
- Monthly	GRLEM	\$99.00	\$165.00	
- 12 Months	GRLE1	99.00	160.00	
- 36 Months	GRLE3	99.00	155.00	
- 60 Months	GRLE5	99.00	150.00	
h. DMT <i>QWEST DSL PRO 7 MBPS</i>				(T)
• Dedicated connection				
- Monthly	GRLFM	99.00	275.00	
- 12 Months	GRLF1	99.00	269.00	
- 36 Months	GRLF3	99.00	263.00	
- 60 Months	GRLF5	99.00	257.00	

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8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE

8.4.5 RATES AND CHARGES

A. DMT *QWEST DSL* Service (Cont'd)

	USOC	NONRECURRING CHARGE
2. DMT <i>QWEST DSL</i> Change Charge, per order		
• Speed/Destination Channel Change[1]	REAKM	\$9.99

(D)

[1] The Speed/Destination Channel Change Charge will not apply for speed changes when upgrading speeds or changing within DMT *QWEST DSL PRO*.

(D)

8. ADVANCED COMMUNICATIONS NETWORKS

8.4 QWEST DSL SERVICE (Cont'd)

8.4.5 RATES AND CHARGES

B. CAP QWEST DSL Service[1]

1. CAP QWEST DSL Service Charge,
per termination

	USOC	NONRECURRING CHARGE	MONTHLY RATE
a. CAP QWEST DSL SELECT,			
• Per session connection			
- Monthly	HRCAM	\$69.00	\$15.00
- 12 Months	HRCA1	69.00	15.00
- 36 Months	HRCA3	69.00	19.95
- 60 Months	HRCA5	69.00	19.95
b. CAP Qwest DSL 640k,			
• Dedicated connection			
- Monthly	HRLAM	69.00	28.00
- 12 Months	HRLA1	69.00	28.00
- 36 Months	HRLA3	69.00	29.95
- 60 Months	HRLA5	69.00	29.95

(T)

[1] All CAP QWEST DSL Services are grandfathered as of April 4, 2001, except CAP QWEST DSL SELECT which is grandfathered as of June 14, 2001.

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 II[1]		
- 1 and greater:		
<i>Qwest Choice DSL</i>	25%	
<i>QWEST DSL SELECT</i>	17%	
<i>Qwest DSL 640k</i>	17%	(T)
- 1 and greater[2]:		
<i>Qwest Choice DSL</i>	32%	
<i>QWEST DSL SELECT</i>	25%	
<i>Qwest DSL 640k</i>	25%	(T)
• Volume Commitment Option III[3]		
- Up to 120,000 – 18 months	24.9%	
- Up to 260,000 – 30 months	24.9%	
- Up to 400,000 – 42 months	24.9%	
- Up to 500,000 – 54 months	24.9%	

[1] The nonrecurring rates for *QWEST DSL* service as set forth in 8.4.5.A, preceding, will not apply to this Plan.

[2] Applies only to years 4 and 5 of the Plan once the customer has paid the Company for 4 million months of service.

[3] Volume Commitment Option III has an Activation Fee of \$35.00 per end user subscriber line, in lieu of the nonrecurring rates set forth in 8.4.5.A, preceding. This fee will be waived if the Company fails to activate service by Due Date.

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12. SPECIALIZED SERVICE OR ARRANGEMENTS

12.3 CASES

CASE NO: 2000-3 (Cont'd)

This purchase commitment expires on March 31, 2005. In the event the customer chooses to disconnect the entire service, without cause, prior to March 31, 2005, termination charges apply. The termination charges will be 100% of the total recurring charges for each of the remaining months of the term based on a minimum commitment of 125,000 ports.

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(T)

Following the expiration of this purchase commitment on March 31, 2005, this service shall automatically renew on a month to month basis until such time that either MCI WorldCom Network Services, Inc., notifies the Company of its intent to terminate service or the Company notifies MCI WorldCom Network Services, Inc., of its intent to terminate service. Notification to terminate service by both MCI WorldCom Network Services, Inc., and the Company must be provided with 120 days advance written notification. During this month to month period the customer will only be billed for the actual number of active ports in a given month at the rate of \$19.00 per port.

(N)
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(N)

If this service becomes a general tariff offering within the term of this purchase commitment then this arrangement will be converted to that general offering at the applicable rates. If the customer chooses not to convert to the general tariff offering then the service will be terminated without assessing the Termination Liability.

(T)