

**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	34th *	0-9	Original
0-1	167th *	0-1.24	12th	0-10	Original
0-1.1	33rd	0-1.25	13th	0-11	Original
0-1.2	27th	0-1.26	23rd	0-12	Original
0-1.3	25th	0-1.27	20th	0-13	2nd
0-1.4	15th	0-1.28	7th	0-14	1st
0-1.5	3rd	0-1.29	13th	0-15	5th
0-1.6	3rd	0-1.30	7th	0-16	2nd
0-1.7	6th	0-1.31	3rd	0-16.1	4th
0-1.8	8th	0-1.32	4th	0-17	4th
0-1.9	11th	0-1.33	4th	0-18	Original
0-1.10	13th	0-1.34	3rd	0-19	Original
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0-1.16	15th	0-2	1st	0-25	1st
0-1.17	11th	0-3	1st	0-26	5th
0-1.18	14th	0-4	Original	0-27	1st
0-1.19	52nd *	0-5	3rd	0-28	Original
0-1.20	13th	0-6	Original	0-29	1st
0-1.21	7th	0-7	Original		
0-1.22	8th	0-8	Original		

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7-808	Original	7-843	Original	8-24	2nd
7-809	Original	7-844	Original	8-25	3rd
7-810	Original	7-845	Original	8-25.1	1st
7-811	Original	8-0	3rd	8-26	5th
7-812	Original	8-0.1	4th	8-27	2nd
7-813	Original	8-1	4th	8-28	2nd
7-814	Original	8-2	1st	8-29	2nd
7-815	Original	8-3	4th	8-30	3rd
7-816	Original	8-4	4th	8-30.1	1st
7-817	Original	8-5	1st	8-31	2nd
7-818	Original	8-6	4th	8-32	2nd
7-819	Original	8-7	1st	8-33	1st
7-820	Original	8-8	1st	8-34	2nd
7-821	Original	8-9	1st	8-35	2nd
7-822	Original	8-10	1st	8-36	3rd
7-823	Original	8-11	4th	8-37	1st
7-824	Original	8-11.1	3rd *	8-38	1st
7-825	Original	8-11.2	3rd *	8-39	1st
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7-827	Original	8-11.4	2nd *	8-40.1	1st
7-828	Original	8-11.5	2nd *	8-40.2	2nd
7-829	Original	8-11.6	2nd *	8-40.3	2nd
7-830	Original	8-11.7	1st *	8-40.4	Original
7-831	Original	8-12	1st	8-40.5	Original
7-832	Original	8-13	1st	8-40.6	Original
7-833	Original	8-14	1st	8-40.7	Original
7-834	Original	8-15	4th	8-40.8	Original
7-835	Original	8-16	3rd	8-40.9	3rd
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8-286	2nd	8-310.7	Original	8-348	2nd
8-287	2nd	8-311	6th	8-349	1st
8-288	8th	8-312	7th	8-350	2nd
8-289	3rd	8-313	5th	8-351	3rd
8-290	4th	8-314	4th	8-351.1	1st
8-291	5th	8-315	3rd	8-352	2nd
8-292	7th	8-316	1st	8-353	1st
8-292.1	3rd	8-317	1st	8-354	1st
8-293	5th	8-318	1st	8-355	1st
8-294	5th	8-319	2nd	8-356	1st
8-295	4th	8-320	2nd	8-357	3rd
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8-300	2nd	8-325	1st	8-361	3rd
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8-303	3rd	8-328	1st	8-363	1st
8-304	8th *	8-329	2nd	8-364	1st
8-304.1	3rd	8-330	1st	8-365	1st
8-304.2	1st	8-331	1st	8-366	1st
8-304.3	2nd *	8-332	1st	8-367	3rd
8-305	4th	8-333	2nd	8-368	3rd
8-305.1	Original	8-334	2nd	8-368.1	1st
8-306	4th	8-335	1st	8-369	1st
8-307	9th	8-335.1	1st	8-370	2nd
8-307.1	1st	8-336	1st	8-371	3rd
8-308	8th	8-337	1st	8-371.1	1st
8-308.1	8th	8-338	1st	8-372	2nd
8-308.2	Original	8-339	1st	8-373	1st
8-309	6th	8-340	2nd	8-374	1st
8-310	7th	8-341	1st	8-375	1st
8-310.1	3rd	8-342	2nd	8-376	1st
8-310.2	1st	8-343	1st	8-377	3rd
8-310.3	1st	8-344	1st	8-378	3rd
8-310.4	2nd	8-345	1st	8-378.1	1st
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## **8. ADVANCED COMMUNICATIONS NETWORKS**

### **8.1 RATE REGULATIONS**

#### **8.1.5 TERMINATION LIABILITY AND WAIVER POLICY**

##### **B. Termination Liability**

##### **3. QWEST DSL Volume Plan**

##### **a. Starter Option**

The *QWEST DSL HOST* customer(s) who subscribe to the Starter Option must commit to acquiring a minimum of 2,500 active and billable *QWEST DSL* lines by the end of the 12th month of their 36 month Fixed Period Service Rate Plan. Starter Option Plans will be reviewed on a monthly basis, and the Starter customer will either receive or not receive a discount the following month based on that review. For example: in the month of January if the review shows the customer has 5,500 active and billable lines under the plan then the customer will receive a 4% discount on all billable *QWEST DSL* lines for the month of February, as set forth in 8.4.5.C, following. If the customer does not have a minimum of 2,500 active and billable *QWEST DSL* lines by the end of the initial 12 month period, the Company may terminate the Plan.

In the event the Company terminates the Basic Discount Option, any new orders for *QWEST DSL* Service lines placed by the customer will be charged the current month-to-month Tariff rates for the respective *QWEST DSL* Service requested. Following termination, the Company will bill 100% of the total accumulated discount credited to the customer plus a 10% surcharge.

##### **b. Basic Discount Option**

The *QWEST DSL HOST* customer(s) must commit to acquiring a minimum of 15,000 active and billable *QWEST DSL* lines by the end of the 12th month of their 36 month Fixed Period Service Rate Plan. If the customer does not have a minimum of 15,000 active and billable *QWEST DSL* lines by the end of the initial 12 month period, the Company will terminate the Plan.

In the event the Company terminates the Basic Discount Option, any new orders for *QWEST DSL* Service lines placed by the customer will be charged the current month-to-month Tariff rates for the respective *QWEST DSL* Service requested. Following termination, the Company will bill 100% of the total accumulated discount credited to the customer plus a 10% surcharge.

Certain material previously found on this page can now be found on Page 8-11.2.

## **8. ADVANCED COMMUNICATIONS NETWORKS**

### **8.1 RATE REGULATIONS**

#### **8.1.5 TERMINATION LIABILITY AND WAIVER POLICY**

##### **B. Termination Liability**

##### **3. QWEST DSL Volume Plan (Cont'd)**

(T)

##### **c. Volume Commitment Options**

(T)(M)

##### **(1) Volume Commitment Option I**

The *QWEST DSL HOST* customer(s) must commit to having a designated number, between 60,001 and 400,000 of active or billable *QWEST DSL* lines by the end of their 36 month Fixed Period Service Rate Plan. The customer must acquire at least 25% of the total committed lines by the end of the first 12 months, 60% of the total committed lines by the end of 24 months, and 100% of the committed lines by the end of their 36 month Fixed Period Service Rate Plan.

- 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:

(M)

- Shortfall Calculation

The customer will be billed 100% of the total accumulated discount credited plus a 10% surcharge for the year reviewed. The customer will be moved to the Basic Discount Option for the subsequent year at the appropriate percentage determined by the discount table as set forth in 8.4.5.B., following. If the 15,000 line minimum level has not been met then the customer's bill will be adjusted as set forth in 8.1.5.B.3.a., preceding.

Example: A customer has chosen the Volume Commitment Option and has committed to 100,000 lines over the 36 month Fixed Period Service Rate Plan, entitling the customer to a 14% discount on the active month-to-month *QWEST DSL* lines. The commitment would require the customer to have 25,000 active and billable lines at the end of 12 months, 60,000 active and billable lines at the end of 24 months and 100,000 lines active and billable at the end of the 36 month Fixed Period Service Rate Plan.

Certain material found on this page previously appeared on Page 8-11.1.

## **8. ADVANCED COMMUNICATIONS NETWORKS**

### **8.1 RATE REGULATIONS**

#### **8.1.5 TERMINATION LIABILITY AND WAIVER POLICY**

##### **B. Termination Liability**

##### **3.c.(1) (Cont'd)**

(T)

- 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:

14% of (22,000 lines X \$29.95 each = \$658,900) = \$92,246  
\$92,246 + \$9,225 (10% Surcharge) =  
\$101,471 for month 12

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:

14% of (30,000 lines X \$29.95 each = \$898,500) = \$125,790  
\$125,790 + \$12,579 (10% Surcharge) =  
\$138,369 addition to the second year's billing

## **8. ADVANCED COMMUNICATIONS NETWORKS**

### **8.1 RATE REGULATIONS**

#### **8.1.5 TERMINATION LIABILITY AND WAIVER POLICY**

##### **B. Termination Liability**

##### **3.c. (Cont'd)**

(T)

#### **(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.

- **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.c.(2) (Cont'd)**

(T)

- **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.



## **8. ADVANCED COMMUNICATIONS NETWORKS**

### **8.1 RATE REGULATIONS**

#### **8.1.5 TERMINATION LIABILITY AND WAIVER POLICY**

##### **B. Termination Liability**

##### **3.c. (Cont'd)**

(T)

#### **(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:

- 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 RATE REGULATIONS**

#### **8.1.5 TERMINATION LIABILITY AND WAIVER POLICY**

##### **B. Termination Liability**

##### **3.c.(3) (Cont'd)**

(T)

- **Shortfall Calculation**

If the customer falls short of their yearly commitment levels, 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 6. Any lines associated with a shortfall charges shall be recognized for future year(s) commitment levels.

Example: If the customer's active and billable actual DSL lines at the Annual Verification for 30 months, total 195,000, 65,000 short of the 260,000 commitment level, the Shortfall Calculation will be calculated as follows:

Commitment Level of 260,000 lines minus 195,000 (actual lines) = 65,000 line shortfall. Volume Commitment Option III rate (e.g., \$29.95 DSL monthly rate with 24.9% Discount = \$22.49). The formula is as follows: Volume Commitment Rate X 65,000 (Line Shortfall) X 6 = \$8,771,100 Shortfall charge.

## **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.

2. *QWEST DSL* Volume Plan provides discounted monthly rates for selected *QWEST DSL* speeds as set forth in 8.4.5.A and 8.4.5.B, following, if they agree to the conditions of the Starter Option, the Basic Discount Option or one of the Volume Commitment Options.

(C)  
|  
(C)

- The Starter Option is for the customer who commits to having a minimum of 2,500 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 Basic Discount Option is for the customer who commits 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.

(N)  
|  
(N)

(T)

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.

## **8. ADVANCED COMMUNICATIONS NETWORKS**

### **8.4 QWEST DSL SERVICE**

#### **8.4.4 PRICING PLANS**

##### **A.2. (Cont'd)**

Volume discounts for the Starter Option, the Basic Discount Option and Volume Commitment Options I, II, III and IV are applicable to monthly rates only. The discounts are applied to the monthly rates for selected *QWEST DSL* speeds as set forth in 8.4.5.A and 8.4.5.B, following. Nonrecurring charges will not be discounted for Volume Commitment Option I and nonrecurring charges for Volume Commitment Option II will not apply. The Starter Option, 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. (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 by utilizing *QWEST DSL HOST* Service purchased by another customer. (C)
  - Must submit orders to the Company electronically in a format and manner designated by the Company (C)
  - Must provide customer premises equipment to its end users (C)
  - 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 (C)
  - Must direct end users not to contact the Company regarding any aspect of the service (C)
  - 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 (C)
- 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).

**8. ADVANCED COMMUNICATIONS NETWORKS**

**8.4 QWEST DSL SERVICE**

**8.4.5 RATES AND CHARGES**

**C. QWEST DSL Volume Plan**

The following discount percentages apply to the respective month-to-month recurring rate for the *QWEST DSL* service available to the option chosen by the customer as set forth in 8.4.5.A, preceding.

<b>TOTAL DSL ACTIVE PORTS IN SERVICE</b>	<b>DISCOUNT % OF MONTHLY RATE</b>	
• Starter Option[1]		(N)
- 0 to 2,499	0%	
- 2,500 to 4,999	2%	
- 5,000 to 9,999	4%	
- 10,000 to 14,999	7%	
- 15,000 to 29,999	11%	(N)
• Basic Discount Option[1]		
- Up to 15,000	11%	
- 15,001 to 30,000	12%	
- 30,001 to 60,000	13%	
- 60,001 to 120,000	14%	
- 120,001 to 200,000	15%	
- 200,001 to 400,000	17%	
• Volume Commitment Option I[2]		
- 60,001 to 120,000	14%	
- 120,001 to 200,000	15%	
- 200,001 to 400,000	17%	

[1] The nonrecurring charge associated with all Starter Option and 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, preceding. (C)

[2] The nonrecurring rates for *QWEST DSL* service as set forth in 8.4.5.A, preceding, will apply to this Plan, but not at a discounted rate.

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