

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 24-18 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	0-1.24	13th	0-8	Original
0-1	244th *	0-1.25	19th	0-9	Original
0-1.1	39th	0-1.26	28th	0-10	Original
0-1.2	30th	0-1.27	28th	0-11	1st
0-1.3	31st	0-1.28	10th	0-12	Original
0-1.4	20th	0-1.29	15th	0-13	2nd
0-1.5	4th	0-1.30	9th	0-14	2nd
0-1.6	4th	0-1.31	4th	0-15	6th
0-1.7	8th	0-1.32	8th	0-15.1	1st
0-1.8	9th	0-1.33	9th	0-16	3rd
0-1.9	16th	0-1.34	10th	0-16.1	5th
0-1.10	16th	0-1.35	9th	0-17	5th
0-1.11	12th	0-1.36	13th	0-18	Original
0-1.12	21st	0-1.37	6th	0-19	Original
0-1.13	10th	0-1.38	7th	0-20	Original
0-1.14	19th	0-1.39	33rd	0-21	Original
0-1.15	10th	0-1.40	22nd	0-22	Original
0-1.16	20th	0-1.41	1st	0-23	Original
0-1.17	15th	0-1.42	2nd *	0-24	2nd
0-1.18	22nd	0-2	1st	0-25	1st
0-1.19	57th	0-3	1st	0-26	5th
0-1.20	29th	0-4	Original	0-27	1st
0-1.21	10th	0-5	5th	0-28	Original
0-1.22	10th	0-6	Original	0-29	1st
0-1.23	41st	0-7	Original		

* New or Revised Page.

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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
24-73	1st	24-98	Original	24-122	1st *
24-74	2nd	24-99	Original	24-123	Original
24-75	1st	24-100	Original	24-124	Original
24-76	1st	24-101	Original	24-125	Original
24-77	2nd	24-102	1st	24-126	Original
24-78	1st	24-103	Original	24-127	Original *
24-79	1st	24-104	Original	24-128	Original *
24-80	1st	24-105	Original	24-129	Original *
24-81	Original	24-106	Original	24-130	Original *
24-82	1st	24-107	Original	24-131	Original *
24-83	1st	24-108	Original	24-132	Original *
24-84	1st	24-109	Original	24-133	Original *
24-85	Original	24-110	Original	24-134	Original *
24-86	Original	24-111	Original	24-135	Original *
24-87	Original	24-112	Original	24-136	Original *
24-88	Original	24-113	Original	24-137	Original *
24-89	Original	24-114	Original	24-138	Original *
24-90	Original	24-115	Original	24-139	Original *
24-91	Original	24-116	Original	24-140	Original *
24-92	Original	24-117	Original	24-141	Original *
24-93	1st	24-118	Original	24-142	Original *
24-94	Original	24-119	Original	24-143	Original *
24-95	Original	24-120	Original	24-144	Original *
24-96	Original	24-121	Original	24-145	Original *
24-97	Original				

* New or Revised Page.

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1801 California Street, Denver, Colorado 80202

FCC2006-003

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. (Z)

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. (Z)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-006

(N)

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, 2006

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%

(N)

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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.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-007

(N)

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.

(N)

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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.

(N)
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(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

(N)

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.

(N)

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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.

(N)
|
(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-008 (Cont'd)

(N)

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.

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.

(N)

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.
- On the third anniversary of the activation of this contract tariff, the Minimum Commitment and Maximum Commitment will be reduced to 96% 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.

(N)

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-008

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.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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 but are below the Maximum Commitment and 15% of the incremental contributory charges that exceed the Maximum Commitment.
- 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.

(N)

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-008 (Cont'd)

2. Discounts for New SST, SHNS and GeoMax Services

(N)

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

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.

(N)

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-008 (Cont'd)

3. Incentive Discounts for Renewals of existing SST, SHNS and GeoMax Services

(N)

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 (TLA) 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.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-008

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.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(N)

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.

(N)