

**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.

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
Title	Original	0-1.24	13th	0-7	Original
0-1	291st *	0-1.25	22nd	0-8	Original
0-1.1	46th	0-1.26	33rd	0-9	Original
0-1.2	33rd	0-1.27	29th	0-10	Original
0-1.3	35th	0-1.28	12th	0-11	1st
0-1.4	20th	0-1.29	20th	0-12	Original
0-1.5	5th	0-1.30	9th	0-13	3rd
0-1.6	5th	0-1.31	4th	0-14	2nd
0-1.7	8th	0-1.32	8th	0-15	6th
0-1.8	9th	0-1.33	10th	0-15.1	2nd
0-1.9	18th	0-1.34	12th	0-16	3rd
0-1.10	17th	0-1.35	9th	0-16.1	5th
0-1.11	12th	0-1.36	13th	0-17	6th
0-1.12	23rd	0-1.37	7th	0-18	Original
0-1.13	12th	0-1.38	9th	0-19	Original
0-1.14	20th	0-1.39	34th	0-20	Original
0-1.15	10th	0-1.40	23rd	0-21	Original
0-1.16	20th	0-1.41	7th	0-22	Original
0-1.17	18th	0-1.42	17th *	0-23	Original
0-1.18	23rd	0-1.43	16th *	0-24	2nd
0-1.19	58th	0-2	1st	0-25	1st
0-1.20	31st	0-3	2nd	0-26	5th
0-1.21	10th	0-4	Original	0-27	1st
0-1.22	10th	0-5	5th	0-28	Original
0-1.23	41st	0-6	Original	0-29	1st

\* New or Revised Page.

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24-74	2nd	24-103	Original	24-133	1st
24-75	1st	24-104	Original	24-134	1st
24-76	1st	24-105	Original	24-135	1st
24-77	2nd	24-106	Original	24-136	1st
24-78	1st	24-107	Original	24-137	1st
24-79	1st	24-108	Original	24-138	1st
24-80	1st	24-109	Original	24-139	1st
24-81	Original	24-110	Original	24-140	1st
24-82	1st	24-111	Original	24-141	1st
24-83	1st	24-112	Original	24-142	1st
24-84	1st	24-113	Original	24-143	1st
24-85	Original	24-113.1	Original	24-144	1st
24-86	Original	24-114	Original	24-145	1st
24-87	Original	24-115	Original	24-146	Original
24-88	Original	24-116	Original	24-147	Original
24-89	Original	24-117	Original	24-148	Original
24-90	Original	24-118	Original	24-149	1st
24-91	Original	24-119	Original	24-150	Original
24-92	Original	24-120	Original	24-151	Original
24-93	1st	24-121	Original	24-152	Original
24-94	Original	24-123	2nd	24-153	Original
24-95	Original	24-124	2nd	24-154	Original
24-96	Original	24-125	1st	24-155	1st
24-97	Original	24-126	Original	24-155.1	Original
24-122	1st	24-127	1st	24-156	Original
24-98	Original	24-128	Original	24-157	1st *
24-99	Original	24-129	Original	24-157.1	Original *
24-100	Original	24-130	Original	24-158	Original
24-101	2nd	24-131	Original	24-159	Original
24-102	3rd	24-132	Original	24-160	Original

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24-161	Original	24-183	Original	24-205	Original
24-162	Original	24-184	1st	24-206	Original
24-163	Original	24-184.1	Original	24-207	Original
24-164	Original	24-185	Original	24-208	1st
24-165	Original	24-186	Original	24-209	Original
24-166	1st	24-187	Original	24-210	1st
24-166.1	Original	24-188	Original	24-211	1st
24-167	Original	24-189	Original	24-212	Original
24-168	Original	24-190	Original	24-213	Original
24-169	Original	24-191	Original	24-214	Original
24-170	Original	24-192	Original	24-215	Original
24-171	Original	24-193	Original	24-216	Original
24-172	Original	24-194	Original	24-217	Original
24-173	Original	24-195	Original	24-218	Original
24-174	Original	24-196	Original	24-219	Original
24-175	Original	24-197	Original	24-220	Original *
24-176	Original	24-198	Original	24-221	Original *
24-177	Original	24-199	Original	24-222	Original *
24-178	Original	24-200	Original	24-223	Original *
24-179	Original	24-201	Original	24-224	Original *
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24-181	1st	24-203	Original		
24-182	1st	24-204	Original		

\* New or Revised Page.

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 06-020**

DESCRIPTION: Contract to Upgrade a Self-Healing Network Service (SHNS) OC12 System to a GeoMax Ring with an Overlay of a Synchronous Service Transport (SST) OC24

CONTRACT AVAILABILITY: Effective from April 21, 2006 through May 21, 2006.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract to upgrade a Self-Healing Network Service (SHNS) OC12 System to a GeoMax Ring with an overlay of a Synchronous Service Transport (SST) OC24, purchased on a 60-month Pricing Plan. The GeoMax Ring with an overlay of an SST OC24 comprised of at least 11 lower level circuits will be billed discounted monthly recurring rates as set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax Ring with an Overlay of Eleven SST Circuits:

- Monthly Recurring Rates \$47,199.20[1] (I) (T)

(M)

[1] Total reflects the addition of the discounted rates from the amendment following. (N)

(M) Material moved to Page 24-157.1

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**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 06-020 (Cont'd)**

The following eligibility criterion must be met in order to receive this Contract Offer:

(M)

- Customer's service must be located in the Minneapolis-St. Paul, MN MSA, Minneapolis, MPLSMNDT; Hopkins, HPKNMNHO; Eden Prairie, EDPRMNEP and Glen Prairie, EDPRMNGP
- Must be an upgrade from a SHNS OC12 System to a GeoMax Ring with an overlay of an SST OC24 comprised of at least 11 lower level circuits.

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.

(M)

**1ST AMENDMENT TO THIS CONTRACT TARIFF**

(N)

AMENDMENT

AVAILABILITY: Effective from March 23, 2007 through April 22, 2007.

AMENDMENT

EFFECTIVE DATE: March 23, 2007

This Contract Tariff Amendment is for GeoMax Service purchased under the original contract tariff at the discounted 60-month Pricing Plan rates below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding.

The new service is coterminous with the existing contract service and will terminate at the same time. The new service is subject to all other terms and conditions not expressly addressed in this Amendment. Service components cannot be added during the last 12 months of the Agreement.

Discounted Monthly Rates for the new GeoMax Service.

- Monthly Recurring Rates \$6,732.00

(N)

(M) Material moved from Page 24-157.

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**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 07-009**

(N)

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from March 23, 2007, through April 22, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a GeoMax Service purchased on a 60-month Pricing Plan set forth in Sections 7 and 17 preceding. Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$26,572.70

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must sign a new contract for a GeoMax Service with 3 nodes and 42 interoffice miles.

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.

(N)

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 07-010**

(N)

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 23, 2007 through April 22, 2007.

CONTRACT EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAs: Phase II MSAs as identified in Section 23

This contract tariff is for up to 18 new DS3 circuits purchased on either a 36-month or 60-month Pricing Plan. A 35% discount off of the respective pricing plan set forth in Section 17, preceding, will be applied to the monthly recurring charges for the applicable 36-month or 60-month term plan for DS3 Channel Termination services in the Arizona MSAs of Tempe TEMP AZMA, Phoenix North, PHNXAZNO and Phoenix Main PHNXAZMA. In addition, a 35% discount off of the respective pricing plan set forth in Section 17 will be applied to the monthly recurring charges for the applicable 36-month or 60-month term plan for DS3 Transport Channel services in the Arizona MSAs of McClintock TEMP AZMC, Phoenix East PHNXAZE A, Phoenix Main PHNXAZMA, Phoenix North PHNXAZNO, Phoenix Northeast PHNXAZNE, Tempe TEMP AZMA, Thunderbird SC DLAZTH, Mesa MESAAZMA, Scottsdale SC DLAZMA and Tucson Main TSCNAZMA. Monthly rates for the entire applicable 36-month or 60-month term plan will be frozen from Company-initiated rate changes.

The following eligibility criteria must be met in order to receive this Contract Offer:

- a. The service must be newly ordered service under a 36-month or 60-month pricing plan.
- b. The service must be in a MSA and wire center in Arizona set forth above and be eligible for Phase II pricing flexibility.
- c. The service must be available on existing facilities and equipment and not require construction for new facilities.
- d. The customer may not be included in the Qwest Regional Commitment Program for DS3 circuits.

(N)

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1801 California Street, Denver, Colorado 80202

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 07-010**

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- e. The order completion for services must be within 30 days of the order application date, but when order completion is delayed due to Company reasons, the order completion date will be extended.
- f. Within 30 days after the effective date of the contract the customer must initially order eight DS3 circuits as replacements for DS3 dedicated transport the Company previously provisioned to the customer as unbundled network elements under the customer's interconnection agreement with Qwest and that are active and connected as of the date of execution of this contract and are to be converted to an alternative service arrangement pursuant to the FCC's order in Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (FCC04-290) ("Converted Circuits").
- g. If the customer complies with f., above then before December 1, 2007, the customer may order up to 10 additional new DS3 circuits with each order for a for a new circuit counting towards the cap of 10 regardless of whether that circuit is disconnected within the first 12 months after the effective date.

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.

(N)

(N)

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 07-011**

(N)

DESCRIPTION: Contract for GeoMax Service with a Synchronous Service Transport (SST) Overlay

CONTRACT AVAILABILITY: Effective from March 23, 2007, through April 22, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a GeoMax Service with a Synchronous Service Transport (SST) overlay purchased on a 60-month Pricing Plan set forth in Sections 7 and 17, preceding. Eligible customers will receive a 25% discount off of the 60-month Pricing Plan for the initial Geomax nodes, Geomax Transport Channel Mileage, SST nodes and SST Transport Channel mileage charges. A 25% discount will be applied during the 60-month Plan term for the monthly SST nodes and SST Transport Channel mileage charges for each additional SST service added.

Monthly rates for the entire 60-month term will be frozen from Company-initiated rate changes. Nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer's service must be located in the Des Moines, Iowa MSA.
- The customer must replace or increase capacity to an existing SHNS System that the customer has had in place for at least five years.
- The customer must have four or more GeoMax nodes.

(N)

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**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 07-011**

The following eligibility criteria must be met in order to receive this Contract Offer: (Cont'd)

- The customer's service must always be a combination of GeoMax Service with an SST overlay.
- The SST's must use the GeoMax for some portion of the transport.
- Both the GeoMax Service and SST overlay must be ordered initially within 30 days of the effective date of the contract and under a 60-month Price Plan. The customer may order additional SST's over GeoMax Service under separate 60-month pricing plans

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.

(N)

(N)

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 07-012**

(N)

DESCRIPTION: Contract for Synchronous Service Transport (SST) Service

CONTRACT AVAILABILITY: Effective from March 23, 2007, through April 22, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the renewal of SST OC48 Service purchased on a 60-month Pricing Plan. A 20% discount will be applied to the 60-month SST OC48 Nodes and Mileage plan rates set forth in Sections 7 and 17, preceding. This discount applies only to a single order for the service and all other rate elements, additions and changes of service will be billed at the respective 60-month Pricing Plan Rates. Recurring charges for the Nodes and Mileage will be frozen from Company-initiated rate changes for the entire 60-month term. Nonrecurring charges for additions and changes of service will be billed at the respective 60-month Plan rates set forth in Sections 7 and 17.

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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

The following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have had a minimum annual spend of \$90,000,000.00 with the Company in 2006.
- The customer must be renewing an existing SST OC48 that has been in place for a minimum of 4 years and have term expiring within 30 days of the effective date of this contract.
- The customer's SST OC48 service must be in Idaho.

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.

(N)

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