

18. DARK FIBER

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18. DARK FIBER

Qwest Corporation currently has a Section 214 Application pending before the Federal Communications Commission to exit the Dark Fiber business.

In accordance with Special Permission Number 94-683 and the decision of the U.S. Court of Appeals for the D.C. Circuit in *Southwestern Bell Telephone Co., et al. v. FCC*, Case No. 91-1416, decided on April 5, 1994, beginning on June 10, 1994 the Company will only provide those dark fiber arrangements which are in service as of such date or have confirmed Access Service Requests, and such arrangements will be continued pending the outcome of the remand proceeding resulting from such court of appeals decisions. Also, beginning on such date, the Company will not provide any new Dark Fiber arrangements nor will it provide any changes, additions, moves or rearrangements of existing Dark Fiber arrangements.

18.1 DESCRIPTION

Dark Fiber is composed of fiber strands constructed between customer designated premises, for which no terminating or regenerating electronic equipment is provided by the Company. The customer will provide the terminating equipment which is required to convert the Dark Fiber into a usable path for communications transport.

Technical Specifications for Dark Fiber are delineated in Qwest Corporation Technical Publication PUB 77348.

Dark Fiber will not be connected to Expanded Interconnection - Collocation Service as set forth in Section 21, following.

18.2 RATE CATEGORIES

There are two rate elements which will apply to Dark Fiber Service.

- Dark Fiber - Basic, Recurring Rate (described in 18.2.A.), following.
- Dark Fiber - Basic, Nonrecurring Charge (described in 18.2.B.), following.

These Rate Categories include both recurring and/or nonrecurring charges which apply on a per installation, per mile basis; per two fiber, per mile basis; per order; or per installation basis. (Per installation can be defined as per twelve fiber cable provided between two customer premises.)

18. DARK FIBER

18.2 RATE CATEGORIES (Cont'd)

A. Dark Fiber - Basic, Recurring Rate

Dark Fiber - Basic, Recurring Rate, will be charged where normal installation of the Dark Fiber occurs, e.g., trenching through loose soil or sand. The recurring rates will apply on a per two fiber, per mile basis, as detailed in 18.4, following. Dark Fiber mileages that total a fraction of a mile will be rounded up to the next higher number of miles.

B. Dark Fiber - Basic, Nonrecurring Charge

Dark Fiber - Basic, Nonrecurring Charge, recovers the provisioning costs and is applied per order, as detailed in 18.4, following.

18.3 ORDERING

18.3.1 DARK FIBER OPTIONS AND CONDITIONS

Dark Fiber is ordered under the Access Order provisions set forth in Section 5, preceding. Also included in that section are other charges which may be associated with ordering Dark Fiber (e.g., Cancellation Charges, etc.)

The customer must, on the initial request, order a minimum of two fibers per route and can only order in two fiber increments.

The offering of Dark Fiber contemplates the use of existing facilities. Should facilities not be available, it may be necessary to construct such facilities as (1) normal or (2) special construction. If special construction is involved, the regulations, as set forth in Tariff F.C.C. No. 2 will apply.

18. DARK FIBER

18.4 RATES AND CHARGES FOR DARK FIBER

The rates and charges for Dark Fiber are as follows:

18.4.1 ALL STATES

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Dark Fiber - Basic, per two fiber, per mile[1]	1A5CS	—	\$532.00
• Dark Fiber - Basic, per order	NRBDO	\$239.07	—

[1] Dark Fiber can be ordered in two fiber increments on a month-to-month basis only.

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19. TRIAL SERVICES OR ARRANGEMENTS

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Certain material on this page formerly appeared in Section 17.

(Filed under Transmittal No. 127.)

Issued: May 31, 2002

Effective: June 15, 2002

19. TRIAL SERVICES OR ARRANGEMENTS

(T)(M)

19.1 GENERAL

Trial Services or Arrangements may be provided by the Company to provide an opportunity for both the Company and participant to test the marketplace, technical functionality and reliability of a prototype, and/or to determine the requirements for final development of a standard service offering. Trial Services or Arrangements are provided on a temporary basis if such services or arrangements meet the following criteria:

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- A. The trial services or arrangements are not offered under other sections of this Tariff.
- B. The trial services or arrangements will be offered for a limited time as specified in 19.3.
- C. If and when the Company elects to offer a trial service or arrangement on a regular basis as a standard service offering, such trial service or arrangement will be filed in the appropriate tariff section(s) after the trial period. Normal rates and tariff regulations will then apply to all purchasers of Service. Participants of the trial service or arrangement will then order the standard service offering.
- D. The Company and participant representatives shall jointly agree upon, and engage in, an evaluation of a trial. This evaluation of the trial will include any tests or rearrangements conducted jointly on the service or arrangement as well as determining how effectively the service or arrangement works with other telecommunications services. Any joint evaluation shall be performed, and concluded, prior to the end date of the trial. In the event the trial is terminated earlier than the end date, any obligation the parties have with respect to evaluation shall cease without liability, of any kind, attaching to any party.

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Certain material on this page formerly appeared in Section 17.

(Filed under Transmittal No. 127.)

Issued: May 31, 2002

Effective: June 15, 2002

19. TRIAL SERVICES OR ARRANGEMENTS

(T)(M)

19.2 LIMITATIONS

- A. The Company is not prohibited or restricted in ability or capacity to engage with other participants in similar or other trial services or arrangements.
- B. The Company makes no guarantee, warranty, or representation to continue a trial service or arrangement beyond the end date or to convert it to a standard service offering.
- C. The Company reserves the right to make changes which might cause interruptions. Credit allowance for service interruptions will apply as set forth in 2.4.4, preceding.

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Certain material on this page formerly appeared in Section 17.

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Issued: May 31, 2002

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1801 California Street, Denver, Colorado 80202

19. TRIAL SERVICES OR ARRANGEMENTS

19.3 TRIALS

Rates, charges and additional regulations, if applicable, for trial services or arrangements are provided by trial number.

19.3.1 TRIAL NO: 01
NAME: QWEST DSL Market Trial
START DATE: January 28, 2003
END DATE: March 14, 2003

A. Description

The Company will Market Trial four DMT *QWEST DSL PRO* bandwidths from January 28, 2003 through March 14, 2003, with pricing stability through March 31, 2004. This trial will offer DMT *QWEST DSL PRO DELUXE*, DMT *QWEST DSL PRO 1 MBPS*, DMT *QWEST DSL PRO 4 MBPS* and DMT *QWEST DSL PRO 7 MBPS* to eligible residence customers at a discounted rate.

The *QWEST DSL* Market Trial will be limited to DSL equipped wire centers located in the Denver Metropolitan Area. Unless otherwise specified in this trial, the terms and conditions as set forth in Section 8.4, preceding, apply.

- Eligibility Requirements:
 - Must be a residence customer served out of Denver Metropolitan Area DSL equipped wire center.
 - Must be new DSL Service for the customer not an upgrade to or replacement of existing DSL Service.

19. TRIAL SERVICES OR ARRANGEMENTS

19.3 TRIALS

19.3.1 TRIAL NO: 01

NAME: QWEST DSL Market Trial

START DATE: January 28, 2003

END DATE: March 14, 2003

A. Description (Cont'd)

- The following apply:
 - The Company will contact eligible residence customers either by phone or mail to provide them with an 800 number exclusive to this Trial. Eligible customers must be contacted by the Company and must call the 800 number provided in order to participate in this Market Trial. This offering will not be handled through the Company business office.
 - The *QWEST DSL PRO* Installation and Service Guarantees as set forth in 8.4.1.D. & E., preceding, do not apply.
 - Order applications for this service must be made from January 28, 2003 through March 14, 2003, with order completion within 10 days of the order application date. If order completion is delayed due to Company reasons, the order completion date will be extended.
 - On April 1, 2004, the customer's service will revert to the respective DMT *QWEST DSL PRO* Service rates unless the customer elects either to change to another *QWEST DSL* Service or to disconnect the service at no charge.

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19. TRIAL SERVICES OR ARRANGEMENTS

19.3 TRIALS

19.3.1 TRIAL NO: 01

NAME: QWEST DSL Market Trial

START DATE: January 28, 2003

END DATE: March 14, 2003 (Cont'd)

B. Description of Rates and Charges

The *QWEST DSL Market Trial* will be offered as month-to-month service only, Fixed Period Service Rate Plans as set forth in Section 8.4, preceding, are not available with this trial. Customers subscribing to service under this trial will be billed the rates as set forth in C., following, through March 31, 2004. If the customer disconnects the service prior to March 31, 2004, the customer may not reestablish service under the rates in this trial. A DSL nonrecurring charge will not be assessed with this trial.

C. Rates and Charges

	USOC	NONRECURRING CHARGE	MONTHLY RATE
1. DMT <i>QWEST DSL PRO DELUXE</i>	GRLGM	-	\$26.99
2. DMT <i>QWEST DSL PRO 1 MBPS</i>	GRLDM	-	31.99
3. DMT <i>QWEST DSL PRO 4 MBPS</i>	GRLEM	-	41.99
4. DMT <i>QWEST DSL PRO 7 MBPS</i>	GRLFM	-	51.99

19. TRIAL SERVICES OR ARRANGEMENTS

19.3 TRIALS (Cont'd)

19.3.1 TRIAL NO: 02

NAME: QWEST DSL Market Trial

START DATE: December 5, 2005

END DATE: January 27, 2006

(C)

A. Description

The Company will Market Trial a “next day”, expedited, due date for DMT *QWEST DSL* Service from December 5, 2005 through January 27, 2006. This trial will be available to DMT *QWEST* Services in the following categories: *Qwest Choice DSL*, *Qwest DSL 640k*, *Qwest Choice DSL Deluxe*, *Qwest Choice DSL Premier*, *QWEST DSL PRO* (Professional), Stand Alone *Qwest DSL* and Stand Alone *Qwest DSL Premier*.

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The *QWEST DSL* Market Trial will be limited to *DSL* equipped wire centers located in the State of Arizona. Unless otherwise specified in this trial, the terms and conditions as set forth in Section 8.99, preceding, apply.

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• Eligibility Requirements:

- Must be served from a *DSL* equipped wire center in the State of Arizona.
- Must be new *DSL* Service for the customer not an upgrade to or replacement of existing *DSL* Service
- Order must be placed prior to 2:00 PM Mountain Standard Time (MST) to ensure “next day” due date

• The following apply:

- The Company will offer a “next day” due when eligible customers call in requesting it.
- The *QWEST DSL PRO* Installation and Service Guarantees as set forth in 8.99.4.C., preceding, do not apply.
- Order applications for this service must be made from December 5, 2005 through January 27, 2006. If order completion is delayed due to Company reasons, the order completion date will be extended and the expedite charge will not apply.

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Effective: January 28, 2006

19. TRIAL SERVICES OR ARRANGEMENTS

19.3 TRIALS

19.3.1 TRIAL NO: 02 (Cont'd)
NAME: QWEST DSL Market Trial
START DATE: December 5, 2005
END DATE: January 27, 2006

(C)

B. Description of Charges

In addition to applicable DSL set forth in Section 8, preceding, the Expedited Order Charge set forth below will apply.

C. Nonrecurring Charge

The Expedited Order Charge, as set forth below, will apply on a per order basis.

	USOC	NONRECURRING CHARGE
• Per Order Charge	EODT2	\$50.00

20. COMMON CHANNEL SIGNALING NETWORK

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20. COMMON CHANNEL SIGNALING NETWORK

The Company's Common Channel Signaling Network (CCSN) is a digital data network carrying signaling information that interfaces with the Company's voice/data network for services using the American National Standards Institute (ANSI) CCS7 signaling protocol.

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.1 GENERAL DESCRIPTION

Common Channel Signaling Access Capability (CCSAC) allows a customer to connect with the Company's SS7 network. CCSAC is used in conjunction with other SS7 based features and services. CCSAC provides the means for transmitting SS7 out of band signaling information via Switched Access CCS Links between the customer's Signaling Point of Interface (SPOI) and the Company's Signal Transfer Point (STP) or, where available, Facility Signaling Point of Interconnection (FSPOI). The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages. ISDN User Part (ISUP) messages are used for call set-up (establishing and closing transmission paths for voice and data calls over the public switched network). Transaction Capabilities Application Part (TCAP) messages are used to carry information between signaling points for call related database services. CCSAC acts as a platform for the following applications.

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The customer's SPOI and the Company's STP or FSPOI wire center must be located within the same LATA.

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20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.1 GENERAL DESCRIPTION (Cont'd)

A. Call Set-Up

This application provides the customer the capability to send originating and terminating call set-up signaling information, via ISUP messages, between the customer's designated premises, the Company's STP and other entities in association with message telecommunications service. Call Set-Up may be associated with calls that utilize the Company's switched access network or may be associated with calls that do not utilize the Company's switched access network. If the message trunks are provided by the Company, the customer must order the associated CST3 or Feature Group D trunks with SS7 Out of Band Signaling option as set forth in Section 6, preceding. Call Set-Up associated with calls that do not utilize the Company's switched access network is referred to as transient call set-up and the customer must have message trunks with SS7 capabilities. CCSAC Service as set forth in this section is required to provide both capabilities.

B. Foreign Data Base Queries

This service provides the customer the ability to query foreign data bases (data bases not maintained by the Company) by sending signaling information via TCAP messages between the Company's STP, the customer's designated premises and the foreign database. CCSAC Service as set forth in this section is required to provide this capability.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.1 GENERAL DESCRIPTION (Cont'd)

C. Line Information Data Base (LIDB) Service

Line Information Data Base (LIDB) Service provides the customer the ability to query, in the form of signaling information, the Company's LIDB via the Company's CCSAC. LIDB provides customers with information that can be used to facilitate completion of calls. LIDB is available for Validation Service and Originating Line Number Screening (OLNS). Customers requesting LIDB must order CCSAC, as set forth in 20.1.1 and LIDB as set forth in 20.2.3, following.

D. Local Number Portability Data Base Service

Local Number Portability (LNP) Data Base Service provides the customer the ability to query, in the form of signaling information, the Company's LNP data base via the Company's CCSAC. The LNP Data Base provides customers with Location Routing Number (LRN) information for a Local Service Provider by NNX code. Customers requesting LNP must order CCSAC, as set forth in 20.1.1 and LNP as set forth in 20.2.4, following, or the customer may access the LNP Data Base information as set forth in 13.19.1, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY (Cont'd)

20.1.2 SERVICE DESCRIPTION

CCSAC is provided by a CCS Link. The CCS Link provides digital bi-directional transmission and operates at a DS0-A level (i.e., 56 kbps of CCS7 signaling data and 8 kbps of control/supervisory data). Each DS0-A channel (link) occupies a single DS0 (i.e., 64 kbps) channel of a 24 channel DS1 digital transmission system. The DS0-A channel (link) is multiplexed into a DS1 format for hand off at the customer's SPOI. One STP Port is required for each 56 kbps signaling link utilized for CCSAC at the Company STP. The customer's SPOI and the Company's STP or, where available, FSPOI, wire center must be located within the same LATA. Customer connections at an FSPOI will only provide signaling access for the LATA served by the FSPOI. Customer connections for multiple LATAs, where available, must be made at the Company STP. The STP Port is the point of termination to the signal switching capability of the STP and is dedicated to the customer. The CCS Link is transported via an Entrance Facility and a Direct Link Transport (DLT) facility as described in 1. and 2., following, and is utilized exclusively for connecting the customer's CCS network and the Company's CCSN for the transmission of network control signaling data only.

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A. Entrance Facility

The Entrance Facility provides the connection from the customer's SPOI to the serving wire center (SWC) of the customer's SPOI on a dedicated DS1 facility ordered as set forth in this section and is utilized exclusively for the transmission of network control signaling data only. The customer may utilize an existing DS1 Entrance Facility previously ordered from this section for additional CCS Links or order a new DS1 Entrance Facility from this section. The customer may also choose to utilize a portion (i.e., DS1) of an existing DS3 facility under the regulations of Shared Use. The DS3 facility can only be ordered from Section 6 or Section 7, preceding. Multiplexing arrangements and the associated regulations are described as set forth in 6.1.2., preceding. When the customer chooses to use a portion of an existing DS3 facility, the customer must allocate, at the minimum, one dedicated DS1 for the provision of the signaling links. Rate applications for Shared Use are set forth in Section 2.7, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.2 SERVICE DESCRIPTION (Cont'd)

B. Direct Link Transport (DLT)

The DLT provides for the transmission facilities between the SWC of the customer's SPOI and the Company's STP or, where available, FSPOI. The customer has the option of ordering a DS1 DLT facility from this section, utilized exclusively for the transmission of network control signaling data only, or a single DS0-A channel (i.e., 64 kbps) of a 24 channel DS1 facility. The customer may utilize an existing DS1 DLT facility previously ordered from this section for additional CCS Links or order a new DS1 DLT or a DS0 DLT facility.

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Company hubbing arrangements can be utilized for CCSAC. If the customer has an existing DS3 facility between the SWC of the customer's premises and a Company Hub, ordered and provisioned as set forth in Section 6 or Section 7, preceding, the customer may utilize a portion (i.e., DS1) of the existing DS3 facility for the CCS Link(s) under the provisions of the Shared Use regulations as set forth in Section 2.7, preceding. In addition, the customer must order the DS1 or DS0 DLT from the Company Hub to the Company STP or FSPOI.

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When the customer orders a DS1 DLT facility from the SWC of the customer's SPOI or a Company Hub to a Company STP or FSPOI, the customer must also order a DS1 to DS0 Multiplexer at the Company STP or FSPOI for termination into the STP Port. When the customer orders a DS0 DLT channel, the customer must also order a DS1 to DS0 Multiplexer at the SWC of the customer's SPOI. Multiplexing rates are set forth in 20.3, following.

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20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY (Cont'd)

20.1.3 RATE CATEGORIES AND APPLICATIONS

There are four types of charges that may apply for the CCS Links and the associated services. These are nonrecurring, monthly, message and query charges. CCSAC rates and charges are set forth in 20.3, following. Switched Access rates, as set forth in Section 6, are not applicable.

A. Nonrecurring Charges

1. Installation Charges

Each CCS Link is assessed a nonrecurring installation charge provided on a first and each additional link basis, per order. A nonrecurring charge is also assessed for each DS1 Entrance Facility provided.

2. CCSAC Option Activation Charge

The CCSAC Option Activation charge is assessed for adding or changing a point code in the signaling network for the specific application being requested and if that application is considered to be a basic or database application. When the customer initially orders CCSAC Service and the associated application, the first point code is provided at no charge. Each additional point code on the same order is assessed the "Each Additional Point Code" rate. When the customer has existing CCSAC link(s) and chooses to change or add a point code in the STP, the first point code, is assessed the "First Point Code Activation" charge and each additional point code is assessed the "Each Additional Point Code" charge, per access order, per translation basis (i.e., basic or database). The activation charge for the CCSAC link(s) shall be billed to the CCSAC customer.

3. Service Rearrangements

Any change in CCSAC service, except a change in jurisdiction or point code changes, shall be treated as a discontinuance of the existing service and an installation of a new service. Minimum period requirements are as set forth in 5.2.5, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.3 RATE CATEGORIES AND APPLICATIONS (Cont'd)

B. Monthly Charges

The Entrance Facility monthly rate is assessed on a per DS1 facility provided when the Entrance Facility is ordered from this section for CCSAC. When the customer has Shared Use facilities, the monthly rates are apportioned as set forth in Section 2.7, preceding.

For each DLT facility provided, DS0 or DS1, a fixed monthly rate per mile band, and a monthly rate per mile is assessed. When the customer has Shared Use facilities, the monthly rates are apportioned as set forth in Section 2.7, preceding. Mileage measurement is calculated on a airline mile basis, using the V&H coordinates method, between the SWC of the customer's SPOI and the Company's STP or FSPOI. When DLT facilities of different capacities are connected by a multiplexer at a Company Hub, mileage is measured separately from the SWC of the customer's premises to the Company Hub, where multiplexing occurs, and then measured from the Company Hub to the Company STP or FSPOI. (C)

An STP Port is provided for each CCS Link and each STP Port is assessed a monthly rate. (C)

EF and DTT multiplexing equipment is assessed a monthly rate per arrangement provided. When the customer has Shared Use facilities, the monthly rates are apportioned as set forth in Section 2.7, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.3 RATE CATEGORIES AND APPLICATIONS (Cont'd)

C. Message Charges

Message charges, as set forth in 20.3.1, following, are assessed based on the type of message protocol, ISUP or TCAP. ISUP messages are associated with call set-up, while TCAP messages are used to query call related data bases. ISUP message charges are assessed per call set-up request and TCAP message charges are assessed per data request.

Message charges do not apply for TCAP messages switched by the regional STPs to the Company provided 800 Data Base, LIDB or LNP Data Base. Query charges are assessed in lieu of message charges. Query charges for 800 Data Base are assessed as set forth in 6.2.8, preceding. LIDB and LNP query charges are described in D., following. When TCAP messages are destined for a foreign data base, including a non-company provided LNP Data Base, message charges are assessed in lieu of query charges.

Message charges are assessed in the following manner.

1. Signal Formulation

An ISUP Signal Formulation charge is assessed, per call set-up request, for formulating signaling messages in association with call set-up.

2. Signal Transport

An ISUP Signal Transport charge is assessed, per call set-up request, for signaling messages transported to or from the Company STP in association with call set-up.

A TCAP Signal Transport charge is assessed per data request transported to or from a Company STP and destined for a foreign data base.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY

20.1.3 RATE CATEGORIES AND APPLICATIONS

C. Message Charges (Cont'd)

3. Signal Switching

An ISUP Signal Switching charge is assessed per call set-up request that is switched at the Company STP.

A TCAP Signal Switching charge is assessed for each data request that is switched by the Company STP and destined for a foreign network or data base.

D. Query Charges

Query charges apply for queries to the Company LIDB and the LNP Data Base. When query charges apply for access to a Company provided data base, message charges are not assessed. LIDB query charges are described in 20.2.3, following, and the LNP Data Base Query Charge is described in 20.2.4, following.

20.1.4 NETWORK MANAGEMENT

The customer shall provide semi-annually a CCSAC Network Management Report. The CCSAC Network Management Report requirements are described in Qwest Corporation Technical Publication PUB 77342. The Company will use the report information in its own effort to further project CCSN facility requirements.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY (Cont'd)

20.1.5 ORDERING REQUIREMENTS

When a customer orders CCSAC, the customer must specify the customer STP premises, the number of CCS Links and the service (application) requiring CCSAC connectivity. One STP Port is provided for each link ordered. In addition, the customer must specify, at a minimum, information for the Entrance Facility and the DLT as described following.

The customer must have capacity available on an existing DS1 Entrance Facility (ordered and provisioned from this section) or a DS3 facility (ordered and provisioned from Section 6 or Section 7) between the customer's SPOI and the SWC of the customer's SPOI with a compatible interface or request a DS1 Entrance Facility. If the Entrance Facility is existing, the customer shall provide the Circuit Facility Assignment (CFA) of the existing facilities that will be utilized.

In addition the customer must specify the type of DLT facility, DS1 or DS0, to be utilized or provided between the SWC of the customer's SPOI and the Company's STP or, where available, FSPOI.

(C)

The Company will allow Company provided hubbing arrangements in association with CCSAC. If the customer has an existing DS3 facility (ordered and provisioned from Section 6 or Section 7) to a Company Hub, the customer may use a portion of the DS3 facility (i.e., DS1) for the CCS Link(s) from the SWC of the customer's SPOI to the Company Hub and then order the DS1 or DS0 DLT from the Company Hub to the Company's STP or, where available, FSPOI. If the customer requests a DS1 DLT, multiplexing equipment must be ordered at the Company's STP or FSPOI. CCSAC orders are subject to the provisions (e.g., access order intervals, modification charges, cancellation charges and minimum periods) specified in Section 5, preceding.

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When a customer orders CCSAC in association with other services (e.g., Feature Group D or CST3 with SS7 Out of Band Signaling for call set up or LIDB) separate orders shall be issued.

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY (Cont'd)

20.1.6 SERVICE PROVISIONING

CCSAC transmission specifications, diversity requirements, testing parameters and design requirements for STP Links (i.e., CCS Signaling Links) are set forth in Technical References GR-905-CORE, GR-954-CORE and Qwest Corporation Technical Publication PUB 77342. CCSAC network interface specifications between the Company STP location and the customer's STP location supporting Integrated Services Digital Network (ISDN) signaling are described in Technical Reference GR-905-CORE. CCSAC is provided from either the customer's Signaling Point (SP) which requires a minimum of two STP Links and two STP Ports or from the customer's Signaling Transfer Point (STP) which requires a minimum of four STP Links and four STP Ports. A group of signaling links that connect the same two signaling points is described as a link set. There are a maximum of 16 signaling links located within one link set. The quantity of CCS Links required is based upon diversity requirements. Diversity is provided as mutually agreed upon by the Company and the customer based upon the availability of facilities from the customer's SPOI location to the Company's STP or FSPOI. Customer connections at an FSPOI will only provide two diverse routes to the Company STP. If applicable, Tariff F.C.C. No. 2 Special Construction regulations and charges apply.

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When the customer or the Company, pursuant to an order for service, arranges to establish a route to a signaling point, such route will be used by all messages delivered to the Company's signaling network.

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(M) Certain material previously found on this page can now be found on Page 20-11.1.

(Filed under Transmittal No. 313.)

Issued: March 15, 2006

Effective: March 30, 2006

20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY (Cont'd)

20.1.7 PERFORMANCE REQUIREMENTS

The Company supports the performance standards for CCSN as defined in Technical Reference GR-905-CORE and Qwest Corporation Technical Publication PUB 77342. The overall end-to-end CCSN network objective from any SP to any other SP is less than ten minutes unavailable access per year based on design and diversity requirements and the performance objective for any single SP, including a Service Control Point (SCP), is less than three minutes unavailable access per year. The combined link set from the SCP to the Signal Transfer Point (STP) has a performance objective of less than two minutes unavailable access per year.

The Company will administer its CCSN network to ensure acceptable service provision levels. The Company maintains the right to apply protective controls to its CCSN as a result of occurrences such as failure or overload of CCSN facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of CCSAC service by the customer, the customer will be entitled to a credit allowance for Switched Access service interruptions as set forth in 2.4.4, preceding.

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(M) Certain material on this page formerly appeared on Page 20-11.

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20. COMMON CHANNEL SIGNALING NETWORK

20.1 COMMON CHANNEL SIGNALING ACCESS CAPABILITY (Cont'd)

20.1.8 TESTING REQUIREMENTS

A. Acceptance Testing Requirements

At no additional charge, the Company will cooperatively test with the customer, at the time of installation, network compatibility and other operational tests for CCSAC as described in Technical References GR-905-CORE and Qwest Corporation Technical Publication PUB 77342.

When Clear Channel Capability on CST3 or FGD service is ordered as described in 6.3.1, preceding, the Company will cooperatively test with the customer, at the time of installation, CCSAC network compatibility and other operational tests for ISDN interworking as described in Technical Reference GR-905-CORE at no additional charge.

Successful completion and acceptance of all testing requirements must occur in order to receive CCSAC service.

B. Additional Cooperative Acceptance Testing Requirements

Additional Cooperative Acceptance Testing and the applicable rates and charges, as described in 13.3, preceding, shall be performed on a cooperative basis with the customer. Additional Cooperative Acceptance tests for CCSAC are described in Technical References GR-905-CORE and Qwest Corporation Technical Publication PUB 77342.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.1 CALL SET-UP

This application provides the customer the capability to send originating and terminating call set-up signaling information, via ISUP messages, between the customer's designated premises, the Company's STP and other entities in association with message telecommunications service.

Call Set-Up may be associated with calls that utilize the Company's switched access network or may be associated with calls that do not utilize the Company's switched access network. If the message trunks are provided by the Company, the customer must order the associated CST3 or Feature Group D trunks with SS7 Out of Band Signaling option as set forth in Section 6, preceding. Call Set-Up associated with calls that do not utilize the Company's switched access network is referred to as transient call set-up and the customer must have message trunks with SS7 capabilities. CCSAC Service as set forth in this section is required to provide both capabilities.

20.2.2 FOREIGN DATA BASE QUERIES

This service provides the customer the ability to query foreign data bases (data bases not maintained by the Company) by sending signaling information via TCAP messages between the Company's STP, the customer's designated premises and foreign databases (those not owned by the Company). CCSAC Service as set forth in this section is required to provide this capability.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE

A. General Description

The Company's Line Information Data Base (LIDB) contains information about working telephone numbers or accounts that can be used by the customer to facilitate completion of calls. LIDB is available for both Validation Service and OLNS Service as described in 1. and 2., following. LIDB is accessed via the Company's CCSAC. A customer requesting LIDB for Validation and/or OLNS must order CCSAC as set forth in 20.1, preceding, and LIDB as set forth following. Once LIDB is established, the customer has access to both Validation and OLNS applications.

A customer requesting LIDB information originates a LIDB query from the customer's Operator Service System (OSS) identified by the Service Switching Point (SSP) Originating Point Code (OPC) to the Regional STP pair as designated by the Company. The customer's OPC is translated in the STP. The STP translation process validates the OPC and routes the query to and from the Service Control Point (SCP) which stores all LIDB information. OPC data is recorded in the SCP and later used by the Company to bill the customer the applicable rates as set forth in 20.3, following.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE (Cont'd)

B. LIDB Applications

1. Validation Service

Validation Service allows the LIDB customer to validate account information in the Company's LIDB. Validation Service is provided in support of Alternate Billing Service such as calling card, collect calls, and third number billing. Alternate Billing Service allows customers' end users the ability to bill calls to an account other than the account associated with the originating calling number. All LIDB queries for Validation Service are transported uniformly to the Company's LIDB where the following functions are performed:

- validation of the 14 digit telecommunications calling card account number stored in LIDB,
- determination of whether the billed line has decided in advance to reject certain calls billed as collect and/or to a third number,
- determination of the billed line as a pay telephone (i.e., public or semi-public) or a nonworking telephone number,
- determination of central office codes as active or vacant.

The Company will provide to LIDB customers, upon request, the Billing Name and Address (BNA) information related to a Company calling card when LIDB call attempt activity for a specific account exceeds the Company's designated fraud control threshold level. BNA information provided to a LIDB customer is to be used exclusively for resolving the fraud investigation case and for billing the calling party for telecommunications services and collecting the amount due.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE

B. LIDB Applications (Cont'd)

2. OLNS Service

OLNS allows a customer to query the Company's LIDB to identify originating screening profiles for working telephone numbers. When the customer sends a properly formatted OLNS query, the Company will provide the originating screening information residing in LIDB that can be utilized for call processing and billing associated with the originating line.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE (Cont'd)

C. LIDB Ordering Requirements

When a customer orders LIDB initially for Validation Service and/or OLNS, the customer must specify, per access order, the LIDB Originating Point Code(s), Location Identification Code(s) and projected percent of interstate use that will access the Company's LIDB. LIDB orders are subject to the provisions (e.g., access order intervals, modification charges, cancellation charges and minimum periods) as specified in Section 5, preceding. If the customer has existing Validation Service they have the capability to obtain the OLNS information. However, the customer must notify the Company that they will be utilizing LIDB for OLNS. The customer does not have to submit an actual order.

D. LIDB Provisioning

LIDB is accessed via the Company's CCSAC. LIDB customers must arrange CCSAC access as set forth in 20.1, preceding. Technical Specifications for LIDB Service are described in Technical References GR-954-CORE, GR-1158-CORE and in Qwest Corporation Technical Publication PUB 77342. All query messages destined for the Company's LIDB require a routing indicator to be set for further Global Title Translations (GTTs). The Company performs the final GTT. The Company will provide to the customer all necessary network accessing information (e.g., regional STP point codes, SCP point codes, sub system number, physical points of interconnection, signal link codes, identity of interconnecting link sets, primary and alternate routes) of the Company's LIDB application.

The Company's LIDB contains a record for all working line numbers, active Company calling card data, line numbers which contain billed number screening (BNS) restrictions, Public Access Line numbers, vacant and active Billed Number Groups and OLNS information. End users may confirm the billed number screening indicators residing in the Company's LIDB by contacting the Company through their normal business office channels. These records are updated on a routine basis and an immediate basis as described following:

1. Routine Updates

The Company will update LIDB on a daily basis for service order processing changes (e.g., new service, disconnects, moves, modifications, cancellations and nonpayment of an account).

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE

D. LIDB Provisioning (Cont'd)

2. Immediate Updates

The Company has procedures to update LIDB as requested by the customer. These updates are processed the same day as requested by the customer.

The Company has procedures to deactivate (i.e., automatically and manually) a Company calling card number when call attempt activity exceeds the Company's designated usage threshold level over a given period of time. All Company calling card call attempts are monitored against the Company's designated usage thresholds. These thresholds are based upon classes of service and generate warning messages to identify potential calling card fraudulent activity.

The Company will monitor and deactivate Company calling card numbers seven (7) days a week, twenty-four (24) hours a day. Company calling cards determined by the Company as being fraudulently used and/or reported to the Company as lost or stolen will be deactivated within two hours from the time the fraud was determined and/or reported.

The Company will provide to LIDB customers, upon request, the Billing Name and Address (BNA) information related to a Company calling card when LIDB call attempt activity for a specific account exceeds the Company's designated fraud control threshold level. BNA information provided to a LIDB customer is to be used exclusively for resolving the fraud investigation case and for billing the calling party for telecommunications services and collecting the amount due.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE (Cont'd)

E. LIDB Limitations

All information residing in the LIDB is proprietary. Proprietary data residing in the Company's LIDB is protected from unauthorized access and may not be stored by customers in a customer's data base for any reason. Examples of proprietary information residing in the Company's LIDB are:

- Billed (Line/Regional Accounting Office) Number
- Personal Identification Number(s)
- Billed Number Screening Indicators
- Class of Service
- Information related to billing LIDB usage
- OLNS Indicators

All customer information (e.g., calling number and called number) received from the LIDB customer is used only for the purposes of billing and/or to assist the Company in toll fraud detection.

F. LIDB Performance Requirements

The Company supports the LIDB performance standards as defined in Technical References GR-954-CORE, GR-1158-CORE and Qwest Corporation Technical Publication PUB 77342. LIDB Service outage time will be less than twelve hours per year. LIDB is capable of processing up to 100 validation queries per second. The per query response time from switch transmission to reception should not exceed one second for ninety-nine (99) percent of all queries. During periods of LIDB system congestion, an automatic code gapping procedure will be utilized to control such congestion. The automatic code gapping procedure directs the switches' gap level (i.e., how long the switch should wait before sending another query) and the duration (how long the switch should continue to perform gapping). During system congestion, the automatic code gapping will begin to drop a percentage of the queries received uniformly to all LIDB users based upon the level of system congestion.

The Company maintains the right to invoke manual intervention of the automatic code gapping procedure to preserve the integrity of the network. In the event that the protective controls applied by the Company result in the complete loss of LIDB service by the customer, the customer will be entitled to a credit allowance for Switched Access service interruptions as set forth in 2.4.4, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE (Cont'd)

G. LIDB Testing Requirements

1. Acceptance Testing Requirements

At no additional charge, the Company will cooperatively test with the customer, at the time of installation, network compatibility and other operational tests for LIDB as described in Technical Reference GR-954-CORE and Qwest Corporation Technical Publication PUB 77342.

Successful completion and acceptance of all testing requirements must occur in order to receive LIDB service.

2. Additional Cooperative Acceptance Testing Requirements

Additional Cooperative Acceptance Testing with the applicable rates and charges, as described in 13.3, preceding, shall be performed on a cooperative basis with the customer. Additional Cooperative Acceptance tests for LIDB are described in Technical References GR-954-CORE, GR-1158-CORE and in Qwest Corporation Technical Publication PUB 77342.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.3 LINE INFORMATION DATA BASE SERVICE (Cont'd)

H. LIDB Rate Categories and Applications

Query charges as described following, are assessed for each query to the LIDB SCP for both Validation Service and OLNS. Messages charges are not assessed when query charges apply. Rates and charges for LIDB are set forth in 20.3.2, following.

1. LIDB Access Transport Query

The Access Transport Query represents the transport from the STP to the SCP and back. The LIDB Access Transport Query rate is applicable to all completed queries for each application regardless of the results of the query.

2. Validation Service Query

The Validation Service Query represents the actual verification of LIDB information. The query rate, which is in addition to the LIDB Access Transport Query, is applicable to all completed queries for billing validation data regardless of the results of the validation.

3. OLNS Service Query

The OLNS Service Query rate applies to each query received at the Company's LIDB for the identification of originating line number screening information. This OLNS Service Query is in addition to the LIDB Access Transport Query.

4. Service Rearrangements

Any change in LIDB Service shall be treated as a discontinuance of the existing service and an installation of a new service except as set forth following.

When the customer has existing LIDB Service and chooses to add or change a point code for the associated existing CCSAC link(s), a CCSAC Option Activation charge applies to change the point code in the STP as set forth in 20.1.3, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS (Cont'd)

20.2.4 LOCAL NUMBER PORTABILITY DATA BASE SERVICE

A. General

The Company's Local Number Portability (LNP) data base contains Location Routing Number (LRN) information for a telecommunication service user's choice of Local Service Provider by NXX code. Each LRN is unique to the LSP's serving switch that will complete the call. Customers may access the Local Number Portability data base information as set forth in 13.19.1, preceding, or by utilizing the Company's CCSAC as set forth in 20.1, preceding.

B. Ordering Requirements

When a customer utilizes CCSAC links to receive LNP data base information, the customer must specify, per access order, the LNP Point Code(s), Location Identification Code(s) and projected percent of interstate use that will access the Company's LNP data base.

C. Provisioning Requirements

LNP customers using CCSAC as set forth in 20.1, preceding, must specify a routing indicator to be set for further Global Title Translations (GTTs). The Company performs the final GTT. The Company will provide to the customer all necessary network accessing information (e.g., territorial STP codes, SCP point codes, sub system number, physical points of interconnection, signal link codes, identity of interconnecting link sets, primary and alternate routes) of the Company's LNP application.

The Company's LNP data base records are available 7 days a week, 24 hours a day. The Company's LNP data base is updated based on the national standards adopted by the North American Numbering Council (NANC) for local number portability data base administrators who are responsible for the Regional Service Management System/Number Portability Administration Center.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.4 LOCAL NUMBER PORTABILITY DATA BASE SERVICE

C. Provisioning Requirements (Cont'd)

LNP data base information is proprietary and protected from unauthorized access. Customers may not store any LNP data base information in their own data base or elsewhere for any reason. The LNP data base is accessed on a call by call basis and cannot be used for purposes other than those functions described herein.

D. Testing Requirements

At no additional charge, the Company will cooperatively test with the customer, at the time of installation, network compatibility and other operational tests for those customers utilizing Company CCSAC Links to reach the Company's LNP data base.

E. Performance Requirements

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network service. The Company maintains the right to invoke manual or automated protective control intervention to its network on a competitively neutral basis. These controls would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities or other networks, natural disasters, mass calling or national security.

20. COMMON CHANNEL SIGNALING NETWORK

20.2 CCSAC SERVICE APPLICATIONS

20.2.4 LOCAL NUMBER PORTABILITY DATA BASE SERVICE (Cont'd)

F. Rate Categories

A LNP Data Base Query Charge as described following is assessed when the customer utilizes CCSAC links to access the Company's LNP data base. Rates and charges for the LNP Data Base Query Charge are set forth in 20.3.3, following.

1. LNP Data Base Query Charge

The LNP Data Base Query Charge represents the transport from the STP to the SCP, the query to the LNP data base and back to the originating STP. The LNP Data Base Query Charge is billed on a per query basis regardless of the outcome of the query.

2. Service Rearrangements

Any change in LNP CCSAC links shall be treated as a discontinuance of the existing service and an installation of a new service except as set forth following.

When the customer has existing CCSAC links and chooses to add or change a point code for the associated existing CCSAC link(s), a CCSAC Option Activation charge applies to change the point code in the STP as set forth in 20.1.3, preceding.

20. COMMON CHANNEL SIGNALING NETWORK

20.3 RATES AND CHARGES

20.3.1 CCSAC

	USOC	NONRECURRING CHARGE	MONTHLY RATE
A. Entrance Facility			
• Per DS1	EFY1X	\$684.00	\$125.00
• Per DS3[1]	EFY3X	—	821.29
B. Direct Link Transport			
MILEAGE BANDS	USOC	MONTHLY RATE FIXED	PER MILE
1. DSO Facility			
0	CCA2A	—	—
Over 0 to 8	CCA2B	\$ 25.60	\$ 0.13
Over 8 to 25	CCA2C	25.60	0.22
Over 25 to 50	CCA2D	25.60	0.26
Over 50	CCA2E	25.60	0.35
2. DS1 Facility			
0	CCA1A	—	—
Over 0 to 8	CCA1B	59.29	3.36
Over 8 to 25	CCA1C	67.63	4.94
Over 25 to 50	CCA1D	93.10	7.46
Over 50	CCA1E	130.00	10.62
3. DS3 Facility[1]			
0	CCA3A	—	—
Over 0 to 8	CCA3B	310.00	43.00
Over 8 to 25	CCA3C	350.00	43.00
Over 25 to 50	CCA3D	380.00	44.00
Over 50	CCA3E	410.00	50.00

[1] For Shared Use only as set forth in Section 2.7, preceding.

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20.3.1 CCSAC (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• First CCS Link	NRBS1	\$567.00	—
• Each additional	NRBSA	180.00	—
D. STP PORT, per port	PT8SX	—	\$465.00
E. Multiplexing			
• DS1 to Voice	QMVXX	—	268.00
• DS3 to DS1[1]	QM3XX	—	310.00
F. CCSAC Option Activation Charge			
• Basic Translations, per order			
- First point code	NRB7P	139.00	—
- Each additional point code	NRB7Q	9.50	—
• Data Base Translations, per order			
- First point code	NRBL6	158.00	—
- Each additional point code	NRBL7	57.00	—

(Filed under Transmittal No. 2.)

20. COMMON CHANNEL SIGNALING NETWORK

20.3 RATES AND CHARGES

20.3.1 CCSAC (Cont'd)

	RATE
G. Message Charge	
1. Signal Formulation	
• ISUP, Per call set-up request	\$0.000829
2. Signal Transport	
• ISUP, Per call set-up request	0.000559
• TCAP, Per data request	0.000418
3. Signal Switching	
• Per ISUP, Per call set-up request	0.001162
• Per TCAP, Per data request	0.000460

20. COMMON CHANNEL SIGNALING NETWORK

20.3 RATES AND CHARGES (Cont'd)

20.3.2 LINE INFORMATION DATA BASE SERVICE

	RATE PER QUERY
• Per Access Transport Query	\$0.000484
• Per Validation Service Query	0.034000
• Per OLNS Service Query	0.014179

20.3.3 LOCAL NUMBER PORTABILITY DATA BASE SERVICE

• Per LNP Query	0.000747
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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.1 GENERAL

Expanded Interconnection-Collocation (EIC) Service provides for wire center interconnection of the following Company-provided interstate services to a Company-provided collocation service.

- Private Line Transport Service (PLTS)
 - Analog PLTS, as set forth in 21.2.1, following,
 - DDS Service,
 - DS1 Service,
 - DS3 Service,
 - SST Service,
 - SRS,
 - SHNS,
 - Any other optical service, or
 - CO Multiplexing Optional Feature
- Switched Access Service
 - DS1 Service,
 - DS3 Service
 - SST Service,
 - SRS,
 - Any other optical service, or
 - Multiplexing Optional Feature
- Frame Relay Service (FRS)
 - 56 or 64 kbps and
 - 1.544 Mbps
 - 45 Mbps
- ATM Service
 - 45 Mbps

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(M) Certain material previously found on this page can now be found in Grandfathered Section 21.99.1.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.1 GENERAL (Cont'd)

EIC Service is accomplished through an interconnection-collocation arrangement. The Company is solely responsible for the determination of whether an interconnection-collocation arrangement is available from its wire center. Each wire center where an interconnection-collocation arrangement is available, is identified in the National Exchange Carrier Association Inc., Tariff F.C.C. No. 4.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.1 GENERAL (Cont'd)

EIC Service is provided pursuant to the regulations, rates and charges contained in this Tariff and in accordance with Qwest Corporation Technical Publication PUB 77386.

Connectivity of Company-provided interstate services to an interconnection-collocation arrangement is provided utilizing an Expanded Interconnection Channel Termination (EICT) or an Interconnection Tie Pair (ITP), as set forth in 21.2.1, following.

The Company will provide interstate interconnection at an applicable standard channel interface (e.g., Voice Grade, DDS, 1.544 Mbps, 44.736 Mbps, or OCn transmission rate) as specified by the customer. CO multiplexing arrangements for EIC Service may be ordered as set forth in 21.2.1, following.

When EIC Service is connected to Company FRS, the FRS customer-provided terminal equipment must conform to standards for FRS as set forth in Section 8, preceding. The customer is responsible for ensuring equipment compatibility between the customer terminal equipment and the FRS equipment used by the Company.

When EIC Service is connected to Company ATM Service, the ATM customer-provided terminal equipment must conform to standards for ATM Service as set forth in Section 8, preceding. The customer is responsible for ensuring equipment compatibility between the customer terminal equipment and the ATM equipment used by the Company.

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(M) Certain material previously found on this page can now be found in Grandfathered Section 21.99.1.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.1 GENERAL (Cont'd)

EIC Service has the following customer of record (COR) requirements:

- The interconnector-owned fiber optic facility and basic transmission terminating equipment (referred to as IDE) must be ordered by and billed to the same COR, (T)
- The EICT/ITP and its associated Company-provided interstate service(s) may be ordered by and billed to the COR of the IDE. (C)
- The EICT/ITP may be ordered by and billed to a designated COR when the customer has obtained a Letter Of Authorization (LOA) from the COR of the IDE and provides the LOA to the Company before ordering the EICT/ITP. In addition, the interstate service(s) connected to the EICT/ITP may be ordered and billed to either the interstate service customer of record, the designated EICT/ITP customer of record or the COR of the IDE. (C)
(T)
(C)
(C)
(C)
- CO multiplexing requested for an EICT/ITP must be ordered by and billed to the EICT/ITP customer of record. (C)
|
(C)

The interconnector-owned fiber optic facility and IDE must be installed before any EICTs/ITPs may be ordered. Customers are responsible for the coordination required (e.g., equipment compatibility) between different EICT/ITP CORs and the COR for the interconnector-owned fiber optic facility and IDE. (C)
(C)

Trouble reports will only be accepted from the COR of the specific component reported as inoperative. The Company will test the reported service and if no trouble is found on Company facilities (e.g., EICT), a Maintenance of Service charge will apply as set forth in Section 13, preceding. Customers are responsible for all coordination required as a result of inoperative services involving different CORs. Disputes regarding out of service reports and credit allowances, must be settled between customers. If trouble is found in a Company-provided facility used to provide service, a credit allowance for service interruption may apply as set forth in 2.4.4, preceding.

Credit allowances will not apply for any Access Services tested and found without trouble on Company-provided facilities connected to interconnector-owned fiber optic facilities and/or IDE that is inoperative.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.2 SERVICE DESCRIPTIONS

21.2.1 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND INTERCONNECTION TIE PAIRS

An Expanded Interconnection Channel Termination (EICT) or Interconnection Tie Pair (ITP) is a Company-provided Channel Termination, or equivalent into a Company-provided collocation service. An EICT may include regeneration. Regeneration maintains the integrity of the transmitted signal. An ITP does not include regeneration. For the purposes of ordering, there are Private Line Transport Service or Switched Access Service EICTs and ITPs.

EICTs and ITPs are connected to Company Access Services as set forth following:

- Private Line Transport Service EICT Analog PLTS, EICT DDS, EICT 1.544, ITP 1.544, EICT 44.736 Mbps or 45 Mbps, ITP 44.736 Mbps or 45 Mbps, or Optical ITP may be connected, respectively, to Company Analog PLTS (i.e., LS1, LS2, DC, TG1, TG2, VG), DDS, DS1, DS3, SHNS, SST Services, Ethernet Ports over SONET (EPoS), or any other optical service within a Company wire center.
- Private Line Transport Service EICT DDS, may be connected to Company FRS. An ITP 1.544, EICT 1.544, ITP 44.736, and EICT 44.736 Mbps may be connected to Company FRS or *QWEST DSL HOST* Service, and an EICT 45 Mbps or ITP 45 Mbps may be connected to Company ATM.
- When FRS or ATM Service are connected to an EICT or ITP, it is in lieu of an FRS or ATM Service Access Link as set forth in Section 8, preceding.
- PLTS EICT DS1, EICT DS3, ITP DS1, ITP DS3, or Optical ITP may be connected to Switched Access Service DS1, DS3, SST or any other OCn capacity within a Company wire center. When a PLTS EICT or ITP DS1, DS3, or Optical connects to Switched Access Service DS1, DS3, or SST capacity, Shared Use Regulations as set forth in 2.7, preceding, apply.

(C)
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(M) Certain material previously found on this page can now be found in Grandfathered Section 21.99.1.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.2 SERVICE DESCRIPTIONS

**21.2.1 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND
INTERCONNECTION TIE PAIRS (Cont'd)**

- Switched Access Service EICT DS1, EICT DS3, ITP DS1, and ITP DS3 must be connected to Switched Access Service DS1 or DS3 capacity within a Company wire center. When a Switched Access Service EICT or ITP connects to Switched Access DS1 or DS3 capacity, the Switched Transport Entrance Facility is not required.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.2 SERVICE DESCRIPTIONS

**21.2.1 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND
INTERCONNECTION TIE PAIRS (Cont'd)**

A. Types of Expanded Interconnection Channel Terminations and Interconnection Tie Pairs

1. EICT Analog PLTS

EICT Analog PLTS is a channel for the transmission of data having the transmission characteristics according to the electrical signal of the applicable PLTS Service ordered from Section 7, preceding.

An EICT Analog PLTS is provided between the IDE and Company PLTS Analog (i.e., LS1, LS2, DC, TG1, TG2, VG) Service ordered from Section 7, preceding.

The IDE installed in a Company wire center must include multiplexing to derive channel interfaces compatible with the applicable Analog PLTS.

An EICT Analog PLTS will interface with an Analog PLTS electrical signal, and if compatible, with the channels of DS1 to Voice and Digital Data Multiplexing (channel banks) common to Company wire centers. There are no precise interface standards for this connection but there are equipment standards which, if followed, will cause the channel parameters at the access channel network interface to conform to the Analog PLTS as ordered from Section 7, preceding.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.2 SERVICE DESCRIPTIONS

21.2.1 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND INTERCONNECTION TIE PAIRS (Cont'd)

A. Types of Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (Cont'd)

2. EICT DDS

EICT DDS is a channel for the transmission of Digital Data Service at the rate of 2.4, 4.8, 9.6, 19.2, 56 or 64 kbps. EICT DDS can be utilized for connection to FRS for the transmission rate of 56 or 64 kbps.

An EICT DDS is provided between the IDE and Company PLTS DDS Service ordered from Section 7, preceding. CO multiplexing for the EICT may be ordered from Section 7, preceding, by the EICT customer.

An EICT DDS will interface with the PLTS Digital Data Service electrical signal, and if compatible, with the channels of DS1 to Voice and Digital Data Multiplexing (channel banks) common to Company wire centers. There are no precise interface standards for this connection but there are equipment standards, which if followed, will cause the channel parameters at the access channel network interface to conform to the PLTS Digital Data Service as ordered from Section 7, preceding. The IDE used to connect to an EICT DDS, or FRS 56 or 64 kbps port must utilize compatible multiplexers connected to the Company composite clock in each wire center.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.2 SERVICE DESCRIPTIONS

21.2.1 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND INTERCONNECTION TIE PAIRS

A. Types of Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (Cont'd)

3. EICT 1.544 and EICT DS1

EICT 1.544 and EICT DS1 are high capacity channels for the transmission of 1.544 Mbps isochronous serial data having a line code of bipolar with alternate mark inversion or Bipolar with Eight Zero Substitution (B8ZS). The 1.544 Mbps signal consists of 1.536 Mbps of customer information and .008 Mbps signal for other use, (e.g. framing and synchronization).

An EICT 1.544 is provided between the IDE and Company PLTS DS1 Service and the EICT DS1 is provided between the IDE and Company Switched Access Service DS1 capacity. CO multiplexing for the EICT may be ordered from Sections 6 and 7, preceding, by the EICT customer.

An EICT 1.544 is also provided between the IDE and Company FRS ordered from Section 8, preceding. The EICT 1.544 must be used when the customer is ordering customer-selected User-To-Network Information Transfer (UNIT) or Network-To-Network Information Transfer (NNIT) for a Committed Information Rate (CIR) of 112 kbps through 1.544 Mbps.

(M)

4. EICT 44.736 Mbps or 45 Mbps, and EICT DS3

EICT 44.736 Mbps or 45 Mbps, and EICT DS3 are high capacity channels for the transmission of 44.736 Mbps isochronous serial data having a line code of Bipolar with Three Zero Substitution (B3ZS).

An EICT DS3 is provided between the IDE and Company PLTS DS3 Service or Switched Access Service DS3 capacity while an EICT 44.736 or 45 Mbps is provided for FRS and ATM. CO multiplexing for the EICT may be ordered from Sections 6 and 7, preceding, by the EICT customer.

(C)

(M) Certain material previously found on this page can now be found in Grandfathered Section 21.99.1.

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1801 California Street, Denver, Colorado 80202

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.2 SERVICE DESCRIPTIONS

21.2.1 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND INTERCONNECTION TIE PAIRS

A. Types of Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (Cont'd)

5. ITP at 1.544 Mbps and ITP DS1

An ITP at 1.544 Mbps and ITP DS1 are provided between the IDE and Company provided service. They deliver an attenuated signal as specified in Qwest Corporation Technical Publication PUB 77386. This ITP may also apply when associated with FRS Service.

(C)

6. ITP at 44.736 Mbps or 45 Mbps and ITP DS3

An ITP at 44.736 or 45 Mbps and ITP DS3 are provided between the IDE and Company provided service. They deliver an attenuated signal as specified in Qwest Corporation Technical Publication PUB 77386. This ITP may also apply when associated with FRS and ATM Service.

(C)

7. ITP for Optical Services

An optical ITP is provided between the IDE and Company-provided optical service. This ITP is specified in Qwest Corporation Technical Publication PUB 77386. The ITP applies to any optical service connection to a collocator, provided the customer does not require multiplexing. When multiplexing is required, the customer must subscribe to a central office node or the equivalent, out of Sections 7, 15 or 17.

(M) Certain material previously found on this page can now be found in Grandfathered Section 21.99.1.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.1 GENERAL REGULATIONS

- A. The regulations for Shared Use set forth in 2.7, preceding, are applicable for the EICT and ITP provided under VEIC Service.
- B. The offering of VEIC Service contemplates the use of existing Entrance Facilities. There may be occasions where the VEIC Service is not available due to these structure limitations, or where it may be necessary to construct such facilities. Should additional Entrance Facilities be desired for immediate VEIC Service, all costs of constructing such structures will be included in the applicable nonrecurring charges as set forth in 21.4, following. The Company will offer two points of entry to a particular wire center to interconnectors only if the Company has at least two Company cable entry points. However, where all but one of the entry points are at capacity, the Company will provide only one entry point.
- C. The regulations described herein are in addition to the terms and conditions found elsewhere in this Tariff. The Company's obligation to prepare a quotation for VEIC Service is contingent upon the Company's receipt of a Quotation Preparation Fee (QPF) and VEIC Order Form. The Company's obligation to provide VEIC Service after receipt of the QPF and VEIC Order Form is contingent upon receipt of the signed Quotation Summary form and nonrecurring charges as set forth in 21.4, following.
- D. VEIC Order Form
 - 1. The VEIC Order Form defines the structure necessary to allow entrance into the Company wire center for VEIC Service. This information needs to include, but is not limited to, company name, address, contact name and telephone number, wire center address, interconnector fiber optic facility information and the specified interconnector-designated basic transmission terminating equipment.
 - 2. Microwave VEIC Service is ordered on a VEIC Microwave Order Form.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.1 GENERAL REGULATIONS (Cont'd)

- E. The Company will not extend Dark Fiber, as set forth in Section 18, preceding, to IDE nor connect PLTS or Switched Access Service EICTs or ITPs to Company Dark Fiber.
- F. EICTs and ITPs can be ordered by and billed to the customer of record of the IDE and interconnector-owned fiber optic facility at the Company-designated point of interconnection serving the wire center or as set forth in 21.1, preceding.
- G. The Company will work cooperatively with the customer of record of the IDE and interconnector-owned fiber optic facility in matters of joint testing and maintenance, as set forth in Section 13, preceding. When the customer of record of the IDE and interconnector-owned fiber optic facility is different from the customer of record of the EICT or ITP, the customers are responsible for any coordination required in the matters of testing and maintenance.
- H. VEIC Common Components as set forth in 21.5.3, following, are not subject to Shared Use regulations as set forth in 2.7, preceding.
- I. The Company is not required to purchase plant or equipment, relinquish forecasted space or facilities, or undertake the construction of new quarters or construct additions to existing quarters in order to satisfy an interconnector's request.
- J. The Company is not required to connect interconnector facilities with any Company service (e.g., DS3) at a particular wire center when the Company does not offer that service at that wire center.
- K. The interconnector will construct its fiber optic facility to the Company-designated point of interconnection serving the wire center.
- L. The Company will work in conjunction with the interconnector to splice the interconnector's fiber optic facility to the Company's fiber optic facility at the Company-designated point of interconnection serving the wire center. The interconnector will not have physical access to the Company wire center building.

21. EXPANDED INTERCONNECTION

- COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.1 GENERAL REGULATIONS (Cont'd)

- M. The interconnector will pay for the use of the VEIC Entrance Facilities as described in 21.4, following.
- N. Equipment and construction costs necessary to provide VEIC Service will be recovered under the appropriate nonrecurring charges as set forth in 21.5, following.
- O. The interconnector will be responsible for obtaining and providing to the Company administrative codes, e.g., common language codes, for all equipment specified by the interconnector and installed in wire center buildings. These codes, commonly obtained from the equipment manufacturer or Telcordia, must be consistent with those used by the Company.
- P. The interconnector will be responsible for payment of training for the maintenance, operation and installation of the IDE when the IDE is different than the equipment used by the Company. VEIC Training charges are described in 21.4, following.
- Q. The interconnector will be responsible for payment of charges incurred in the maintenance and/or repair of the IDE as set forth in 21.4, following.
- R. The Company does not guarantee the reliability of any IDE. The Company will work cooperatively with the customer to resolve any incompatibilities between equipment types.
- S. For VEIC utilizing SONET technology, the customer is responsible to ensure functionality between different vendors' equipment.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.1 GENERAL REGULATIONS (Cont'd)

- T. Should the customer choose to utilize a reconfiguration software with IDE, the customer is totally responsible for providing the connecting facility assignment and tracking the same.
- U. The Company will work with the customer to ensure that the IDE is engineered, standard-designed and installation detailed-designed to meet both the customer's specified needs and to ensure compatibility with Company equipment and operating systems.
- V. For VEIC Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor, business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m. and after business hours are after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- W. The interconnector shall not rearrange, move, disconnect, remove or attempt to repair any facilities contained in a Company-owned facility housing (e.g., above ground cabinets, under ground utility vaults, utility hole, hand hole, etc.) except with prior written consent and presence of a Company-designated inspector.
- X. The Central Office Connecting Channel (COCC) rate element does not apply to connections to EIC Service.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE (Cont'd)

21.3.2 APPLICATION FOR VIRTUAL EIC

- A. The customer of record for the IDE and interconnector-owned fiber optic facility must provide to the Company a Quotation Preparation Fee (QPF) for each specific wire center requested, along with a completed VEIC Order Form, as specified in 21.3.1, preceding.

The QPF and VEIC Order Form must be sent to the Company via courier, U.S. Mail or hand delivered to:

Qwest Corporation
Expanded Interconnection-Collocation
EIC Product Manager
1801 California St., Rm. 2330
Denver, CO 80202

The QPF will be used to cover the cost of all activities required to determine the quotation specific to the interconnector's request. The QPF will be refunded if a request for VEIC is unable to be met by the Company.

- B. The Company will process applications on a first-come, first-served basis as determined by the receipt of the QPF and VEIC Order Form.
- C. An Access Order is required for all EICT and ITP requests.
- D. A bona fide request for a new type of EICT or ITP shall at a minimum, reference the applicable tariffed service, either Switched or PLTS, as well as describing the specific interface the interconnector requires.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE (Cont'd)

21.3.3 INVENTORY, QPF AND CANCELLATION OF SERVICE

- A. Upon receipt of the VEIC Order Form and QPF, the Company will determine the availability of VEIC Entrance Facilities to meet the interconnector's requirements. The Company will respond to the interconnector within five (5) business days as to the ability of the Company to accommodate the interconnector's request for VEIC Service. If the requested wire center is not currently listed in National Exchange Carrier Association Inc., Tariff F.C.C. No. 4 as offering VEIC Service, the response will be no more than fifteen (15) business days.
- B. Once the interconnector is notified that VEIC Entrance Facilities are available, the Company will begin work activities to prepare a quotation for the interconnector's request according to the information set forth on the VEIC Order Form. Within twenty five (25) business days of the written notice, the interconnector will be provided a final quotation in writing, except as set forth in I., following, of all nonrecurring charges for the VEIC Service, excluding EICT charges.
- C. The interconnector shall have thirty (30) calendar days from the date the Company mails the quotation to the interconnector to respond. During that 30 day period, the VEIC Entrance Facilities will be reserved for the interconnector. If the Company does not receive an acceptance of the quotation within the specified period, the request will be closed and the VEIC Entrance Facilities will be returned to available inventory.
- D. The interconnector agrees to meet with the Company, if requested, to review design and construction work plans and establish schedules for the installation of the IDE.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.3 INVENTORY, QPF AND CANCELLATION OF SERVICE (Cont'd)

- E. 50% of the nonrecurring charges on the quotation (less the QPF) and proof of insurance are due prior to the beginning of any Virtual IDE installation. The nonrecurring charge is payable by check or money order.
- F. The Company will notify the interconnector in writing of the completion of the VEIC Service as set forth on the VEIC Order Form.
- G. The remaining balance of the nonrecurring charges on the quotation is due to the Company on the VEIC due date. The Company will notify the interconnector in advance if the due date is in jeopardy. EICTs and ITPs may not be ordered prior to the VEIC Service due date and receipt of the balance of the nonrecurring charges.
- H. Billing for applicable recurring rates will begin when installation of the IDE has been completed.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.3 INVENTORY, QPF AND CANCELLATION OF SERVICE (Cont'd)

I. Change Requests Prior to Final Quote

Any changes, modifications, or additional engineering requested by the interconnector to the type and quantity of the IDE prior to the interconnector receiving the final quotation in writing (by certified U. S. Mail return receipt requested) from the Company may require an additional ten business days to develop the quote.

An interconnector's request to cancel, will result in a refund to the interconnector of the QPF minus all direct costs incurred by the Company at the time the cancellation was received.

J. Change Requests After the Final Quote

A change request to increase or decrease the number of plug-in units or type of plug-in units received after the final quote and prior to the installation completion of the IDE will be accepted. All other changes, modifications or additional engineering requested by the interconnector to the type and quantity of IDE after the final quotation with or without receipt of the 50% payment for the applicable VEIC nonrecurring charges (less the QPF), will result in cancellation of the VEIC request.

Cancellation of a VEIC request, as set forth above, or as a result of an interconnector's request to cancel after the final quotation, will result in a refund to the interconnector of the QPF and the paid nonrecurring charges minus all direct costs incurred by the Company. If the IDE is applicable for use on a new quote and VEIC Order Form, the direct costs (e.g., engineering) and paid nonrecurring charges will not be deducted from the original quotation. Should the direct costs incurred on behalf of the interconnector for the canceled order exceed the QPF and paid nonrecurring charges, the excess balance will be billed to the interconnector.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE (Cont'd)

21.3.4 IDE TRANSFER OF POSSESSION

A. General

1. When an interconnector purchases IDE and requests VEIC Service with the Company, the following provisions apply. Rates and charges for VEIC Service are set forth in 21.5, following.
2. The interconnector will transfer possession of equipment described in the VEIC Order Form to the Company via a no cost lease subject to the terms and conditions of this Tariff. The sole purpose of the lease is to provide the Company with exclusive possessory rights to the IDE. Title to the IDE shall not pass to the Company at any time.
3. All risk of loss shall be the responsibility of the interconnector, except to the extent as set forth in Section 2, preceding.
4. The interconnector is responsible for providing the Company with OSHA safety requirements associated with the IDE.
5. All installation, maintenance and removal work performed on behalf of the interconnector must be performed by the Company or a Company-authorized vendor. Authorization procedures may be obtained from the Company upon request.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.4 IDE TRANSFER OF POSSESSION (Cont'd)

B. Company Possession of IDE

1. The interconnector shall obtain the IDE described in the VEIC Order Form.
2. The interconnector shall ensure that upon receipt of the IDE by the Company all warranties and access to ongoing technical support are passed through to the Company, all at the interconnector's expense. The interconnector shall advise the manufacturer and seller of the IDE that the IDE will be possessed, installed and maintained by the Company.
3. All IDE installed in Company wire centers must comply with the Telcordia Network Equipment Building System (NEBS) Generic Equipment Requirement GR-63-CORE, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. The interconnector shall provide the Company interface specifications (e.g., electrical, functional, physical and software) of the IDE.
4. When an interconnector purchases IDE and requests the Company to provide VEIC Service, the Company may restrict the type of transmission equipment placed in its wire center (e.g., fiber optic terminals, DS3 and/or DS1 channelization equipment and fiber terminating devices). The Company will evaluate the equipment upon receiving a VEIC request to determine if it is deemed basic transmission terminating equipment. The Company will only receive and possess equipment which it determines is basic transmission terminating equipment conforming to industry standards. Any other equipment will be rejected.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.4 IDE TRANSFER OF POSSESSION

B.4. (Cont'd)

The interconnector must specify all software options for the IDE and associated plug-ins. In addition, the interconnector shall provide the following:

- all necessary connecting cables (i.e., bay-to-bay and shelf-to-shelf), plug-ins and/or circuit packs,
- all necessary fiber interconnection cable and connectors between the IDE and the Company-designated fiber distribution panel of the fiber distribution frame equipment side,
- all necessary cable and connectors from the IDE to the Company's distributing frame designated as the single point of termination (SPOT),
- all unique tools and test equipment for interconnector-designated equipment,
- initial and subsequently added equipment sized and equipped to handle a minimum of 12 months forecasted growth,
- any necessary equipment for remote monitoring and control and
- synchronization (e.g., timing) for the IDE traceable to a stratum one primary reference source.

Should any necessary equipment be defective or not be provided, installation of the interconnector-designated equipment will be halted until such equipment is replaced by the interconnector.

C. Delivery of IDE and Receipt by the Company

1. The interconnector shall deliver the IDE to the Company-designated delivery point. The interconnector shall ensure that the IDE is packaged in containers to ensure adequate protection against physical damage, static charge, discharge or deterioration, so as to ensure safe delivery to the Company. The interconnector shall ensure that all containers of IDE packaged and shipped to the Company meet the Company's reasonable packaging and shipping specifications. The Company shall be responsible for warehousing, hauling and hoisting IDE once the equipment is at the Company-designated delivery point.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.4 IDE TRANSFER OF POSSESSION

C. Delivery of IDE and Receipt by the Company (Cont'd)

2. All IDE shall be received subject to the Company's right of inspection and/or rejection. IDE not conforming to the VEIC Order Form specifications or damaged, will be rejected. The equipment will be held for a reasonable time pending the interconnector's instruction. Nonconforming, rejected and/or damaged equipment will be returned to the interconnector at the interconnector's expense.
3. Physical receipt and possession of IDE by the Company prior to inspection shall not constitute a final acceptance by the Company of the IDE and is without prejudice to any claims that the Company may have against the interconnector. The Company shall have all rights relating to inspection, rejection, revocation of acceptance, latent defects and related matters, which are made available to a buyer under the Uniform Commercial Code. This provision shall not be constituted to make the Company a buyer or owner of the IDE.

D. IDE Installation

1. At the time of initial installation, the Company will cooperatively perform acceptance testing on the IDE with the interconnector. Acceptance testing parameters (e.g., fiber loss terminal to terminal, terminal to terminal operation, alarming, and protective switching) for IDE will be conducted by the Company in accordance with the IDE manufacturer's recommendations.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.4 IDE TRANSFER OF POSSESSION (Cont'd)

E. IDE Change

1. The interconnector will provide the Company a QPF and VEIC Order Form as described in 21.3, preceding, when the interconnector requests to change existing IDE. The Company will provide a quote to the interconnector for the costs associated with the requested change. The quote shall include the installation of all necessary hardware, software and any other identified equipment. The interconnector shall provide all IDE to the Company and pay any and all engineering and installation charges as a result of the change.
2. All terms and conditions of this Tariff shall apply on a going forward basis to the existing and changed IDE as a whole.
3. IDE changes that require the Company to change its own equipment are not permitted.

F. IDE Maintenance

1. The interconnector is responsible for purchasing and maintaining a supply of spares.
2. Upon a service failure, the interconnector is responsible for transportation and delivery of maintenance spares to the Company-specified premises. The interconnector shall deliver the IDE as set forth in C., preceding. The Company will not warehouse any maintenance spares.
3. Upon restoration of the VEIC Service failure, the Company will return the defective equipment to the interconnector, all at the interconnector's expense.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.4 IDE TRANSFER OF POSSESSION (Cont'd)

G. IDE Discontinuance and Removal

1. Voluntary Discontinuance of VEIC Service

- a. The Company requests the interconnector to provide thirty (30) days written notice (by certified U. S. Mail, return receipt requested) when the interconnector requests to discontinue VEIC Service.
- b. The Company will provide a quote for the costs associated with the engineering and equipment removal of the IDE from its wire center. Such quote will be provided to the interconnector within fourteen (14) calendar days from receipt of the written notice. The interconnector is responsible for paying all removal nonrecurring charges to the Company prior to the Company removing the equipment from its wire center.
- c. Upon receipt from the interconnector of the full payment of the nonrecurring charges quoted for the removal of IDE, the Company will negotiate with the interconnector a removal date of the IDE from its wire center. Upon completion of the removal of the IDE from its wire center, the Company will notify the interconnector to pick up the IDE from the Company-specified premises.
- d. The interconnector shall have seven (7) calendar days from the agreed-to-date to remove the IDE from the Company's premises. Absent circumstances beyond the interconnector's reasonable control, if the interconnector fails to remove the IDE from the Company's premises by the seventh day from the agreed-to-date, the Company may dispose of the IDE in any manner it sees fit, and may retain any proceeds from such disposal.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.4 IDE TRANSFER OF POSSESSION

G. IDE Discontinuance and Removal (Cont'd)

2. Involuntary Discontinuance of Service

- a. In the event the interconnector fails to abide by the terms and conditions of this Tariff, and the Company discontinues VEIC Service to the interconnector, rendering the IDE disabled to any Company service, the Company is entitled to exercise exclusive domain over the IDE in its possession. The Company may remove the IDE from its wire center and may dispose of it in any manner it sees fit. Should the Company decide to dispose of the IDE via a sale, the Company will notify the interconnector of the time and date of such sale. Any proceeds received from such a sale shall be retained by the Company with no obligation to turn such proceeds over to the interconnector.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE (Cont'd)

21.3.5 INSTALLATION AND MAINTENANCE

A. Technical Specifications

The interconnector's fiber optic facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.

The interconnector's fiber optic facilities and splices must comply with Generic Requirements for Optical Fiber and Fiber Optic Cable Technical Reference GR-20-CORE, Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with the Company services or facilities.

B. Point of Interconnection (POI)

The Company will designate the POI at the point of physical demarcation between the interconnector-provided and owned fiber optic facilities and the Company's fiber optic facilities. The Company will provide and be responsible for installing and maintaining all facilities on the Company side of the POI. The Company reserves the right to prohibit all equipment and facilities, other than fiber optic facilities, from the Company designated POI.

C. VEIC Entrance Facility

The Company will provision the VEIC Entrance Facility. The VEIC Entrance Facility includes the POI and all applicable components from the Company-designated POI to the fiber distribution panel in the wire center of the IDE. The VEIC Entrance Facility charge is described in 21.4, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.3 VIRTUAL EIC SERVICE

21.3.5 INSTALLATION AND MAINTENANCE (Cont'd)

D. VEIC Equipment Maintenance - Labor

The Company is responsible for providing repair of out of service and or service affecting conditions and preventative maintenance (e.g., change-out of cards, back up tapes, filter changes) of the IDE in accordance with the information set forth on the VEIC Order Form. VEIC Equipment Maintenance - Labor charges are not applicable to EICT maintenance. VEIC Equipment Maintenance - Labor charges are described in 21.4, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for EIC Service. Company services purchased by the interconnector for interconnection with EIC Service are subject to appropriate nonrecurring charges, monthly rates and other applicable rates and charges as set forth in this Tariff.

21.4.1 TYPES OF RATES AND CHARGES

There are two types of rates and charges that apply to EIC Service. These are monthly rates and nonrecurring charges.

A. Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that a EIC Service is provided. For billing purposes, each month is considered to have 30 days.

B. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). VEIC Service nonrecurring charges are common components as set forth in 21.3.1.H., preceding, with the exception of the QPF and EICT/ITP rate categories.

(C)

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS (Cont'd)

21.4.2 RATE CATEGORIES

The rate categories for EIC Service are described following:

A. Fees

1. Quotation Preparation Fee

The Quotation Preparation Fee (QPF) provides the work activities performed to develop a quotation for VEIC Service. The QPF is set forth in 21.5.1, following.

2. Microwave Quotation Preparation Fee

The Microwave Quotation Preparation Fee (MQPF) provides the QPF work activities performed to develop a quotation for VEIC Service and the necessary studies (e.g., structural and radio frequency interference) to determine the feasibility of providing Microwave EIC. The MQPF is set forth in 21.5.1, following.

B. Expanded Interconnection Channel Terminations and Interconnection Tie Pairs

1. PLTS Expanded Interconnection Channel Termination

The PLTS EICT rate element provides for the communications path between the IDE and a Company Analog PLTS (LS1, LS2, DC, TG1, TG2, VG), DDS, DS1, DS3, FRS and ATM Service within the same wire center. Included as part of the EICT is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Analog PLTS, DDS, DS1, DS3, FRS and ATM Service are connected and the type of signaling capability, if any.

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(M) Certain material previously found on this page can now be found in Grandfathered Section 21.99.1.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

B. Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (Cont'd)

2. Switched Access Service Expanded Interconnection Channel Termination

The Switched Access Service EICT rate element provides for the communications path between the IDE and a Company Switched DS1 or DS3 Transport Service within the same wire center. Included as part of the EICT is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Switched Access Service DS1 or DS3 capacity are to be connected and the type of signaling capability, if any.

A recurring rate and nonrecurring charges apply to each PLTS or Switched Access Service EICT per termination installed as set forth in 21.5.2, following.

3. PLTS and Switched Access Service Interconnect Tie Pairs

The PLTS and Switched Access Service ITPs, except Optical ITPs, deliver an attenuated signal. These ITPs are the last facility segment from the Company provided customer's service and the collocater's demarcation point. They all include the terminating block/equipment at the service termination, the tie cable facility, and the cable racking between that location and the network interface.

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(C)

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES (Cont'd)

C. VEIC-Common Components

1. VEIC Entrance Facility

The VEIC Entrance Facility rate element provides a fiber optic facility on a per 2 fiber increment basis from the point of interconnection utilizing Company-owned, conventional single mode type of fiber optic cable to the fiber distribution panel in the wire center of the IDE. The recurring rate and nonrecurring charge are assessed per 2 fibers as set forth in 21.5.3, following.

2. VEIC -48 Volt DC Power

The VEIC -48 Volt DC Power rate element provides for the amount of DC power to the equipment bay as specified by the interconnector and terminated according to the prevailing electrical standards. The recurring rate is charged on a per ampere basis, per month as set forth in 21.5.3, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

C. VEIC Common Components (Cont'd)

3. VEIC -48 Volt DC Power Cable

The VEIC -48 Volt DC Power Cable rate element provides for the maintenance of the power cabling per A and B feeder pair sized at 20, 40 or 60 amps.

The VEIC -48 Volt DC Power Cable Installation charge is to provision the power to the equipment bay where the VEIC equipment is located. The nonrecurring rate element includes the engineering, furnishing and installing the associated cable and cable rack from the closet power distribution bay to the location of the VEIC equipment. It includes the power cable (feeders) A and B sized at 20, 40, or 60 amps.

The recurring rate and nonrecurring charge is assessed per A and B feeder pair 20, 40 or 60 amp feed, as applicable, as set forth in 21.5.3, following.

4. VEIC Equipment Bay

The VEIC Equipment Bay provides mounting space for the interconnector-designated shelves and fuse panel. Each bay includes the 7 foot bay, its installation, all necessary environmental supports (e.g., floor space, heat and lighting). Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. Physical dimensions of the equipment bay are 84 inches high by 26 inches wide by 12 inches deep. This recurring rate element is applied per shelf as set forth in 21.5.3, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

C. VEIC-Common Components (Cont'd)

5. CO Synchronization

CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. The interconnector must determine the IDE synchronization requirements and notify the Company of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eight pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for VEIC Service involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where Company wire centers are equipped with Building Integrated Timing Supply (BITS).

CO Synchronization is an option ordered by the customer on the VEIC order form. The recurring rate is billed per equipment bay as set forth in 21.5, following.

6. IDE Maintenance - Labor

The IDE Maintenance - Labor nonrecurring charge provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the IDE as specified by the interconnector. The interconnector is responsible for ordering maintenance spares. The Company will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from the applicable interconnector. The IDE Maintenance Labor charge is assessed per one half hour (1/2) or fraction thereof, per technician, during business hours or per one half hour (1/2) or fraction thereof, per technician, after business hours as applicable. A call-out of a maintenance technician after business hours, is subject to a minimum charge of four (4) hours. If the technician is required beyond the four hour minimum, the remaining time will be billed at the half-hour increment charge as set forth in 21.5.3, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

C. VEIC-Common Components (Cont'd)

7. VEIC Fiber Cable Splicing

VEIC Fiber Cable Splicing consists of two charges: per set up, and per fiber spliced. The initial splice is included in the VEIC Entrance Facility nonrecurring charge. Fiber Cable Splicing will only apply on a subsequent basis. Fiber Cable Splicing will occur at the point of interconnection as specified by the Company. The nonrecurring charge is assessed per set up and per fiber spliced as set forth in 21.5.3, following.

8. VEIC Inspector - Labor

The VEIC Inspector Labor charge provides a Company-qualified Inspector when the interconnector requires access to the point of interconnection after initial installation. VEIC Inspector Labor is charged by the 1/2 hour or fraction thereof based on business hours or after business hours. A call-out of an Inspector after business hours, is subject to a minimum charge of four hours. If the VEIC Inspector is required beyond the four hour minimum, the remaining time will be billed at the half-hour increment charge as set forth in 21.5.3, following.

9. VEIC Training

The VEIC Training rate element provides for the billing of vendor-provided IDE training for Company personnel, on a metropolitan service area basis, when the IDE is different from Company-provided equipment. The Company will require three employees to be trained per metropolitan service area affected by the particular IDE. Within five business days of receiving the interconnector's request for service, the Company will inform the interconnector of the number of employees requiring training. The interconnector will coordinate the training schedule with the vendor and the Company. The Company will work cooperatively with the interconnector to schedule employee training. If, by an act of the Company, the employees that have been trained are relocated, retired or are no longer available, the Company will not require an interconnector to provide training for any new employees for the same IDE.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

C.9. (Cont'd)

VEIC training nonrecurring charges are described in a., through c., following. A copy of the invoice for training hours, vendor direct charges and Company direct charges will be provided to the interconnector. The elements in a. through c., following apply only as required.

a. Training Hours Element

- The training hours are determined based on the actual number of hours the employee(s) is in training, and are billed to the interconnector.
- The total training hours are multiplied by 2 to derive the total number of billable 1/2 hour increments.
- The total 1/2 hour increments are multiplied by the VEIC Training Hours rate as set forth in 21.5.3, following.

b. Vendor Direct Training Charge Element

- Vendor Direct Training Charges, direct billed to the Company by the vendor, are billed to the interconnector in the form of VEIC Training 1/2 hour. The charges are billed as set forth following:
- The total direct billed training expense is divided by the VEIC Training rate as set forth in 21.5.3, following, to determine the number of 1/2 hour increments.
- The sum of the 1/2 hour increments is rounded to the nearest 1/2 hour, and is multiplied by the VEIC Training rate.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

C.9 (Cont'd)

(c) Company Direct Training Charge Element

- Company Direct Training Charges are the expenses for daily per diem (i.e., expenses based upon effective Company labor agreements), travel and lodging incurred by Company employees attending a vendor-provided IDE training course. The Company Direct Training Charge element is billed to the interconnector as set forth following:
- The total per diem, travel and lodging expenses are divided by the VEIC Training rate element as set forth in 21.5.3, following, to determine the number of one-half (1/2) hour increments.
- The sum of the one-half (1/2) hour increments is rounded to the nearest one-half (1/2) hour, and is multiplied by the VEIC Training rate.

VEIC Training will apply per same type of IDE in a metropolitan service area (i.e., the geographical area in which a technician normally services transmission equipment). The first interconnector ordering a type of IDE, will be billed the full training charges. The second interconnector ordering the same IDE, will be billed fifty (50%) of the training charges that were billed to the first interconnector. The fifty (50%) of the training costs recovered from the second interconnector will be credited to the first interconnector's bill. VEIC Training will not apply for the third or any subsequent requests for the identical IDE within the same metropolitan service area.

10. VEIC Engineering (Installation, Change or Removal) - Labor

VEIC Engineering Labor is a charge associated with the planning and engineering of the IDE at the time of installation, change or removal (i.e., discontinuance). The VEIC Engineering Labor charge is a nonrecurring charge based on the quote per one half hour (1/2) or fraction thereof, during business hours or per one half hour (1/2) or fraction thereof, after business hours as applicable. The nonrecurring charge is as set forth in 21.5.3, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES

C. VEIC-Common Components (Cont'd)

11. VEIC Equipment - Labor

VEIC Equipment Labor is a charge associated with the installation, change or removal (i.e., discontinuance) of VEIC equipment. The VEIC Equipment Labor charge is a nonrecurring charge based on the quote per 1/2 hour or fraction thereof, during business hours or per 1/2 hour or fraction thereof, after business hours as applicable. The nonrecurring charge is set forth in 21.5.3, following.

12. VEIC Single Point of Termination

VEIC Single Point of Termination (SPOT) is an optional connection to the Company's SPOT cross-connect bay or frame within a wire center. Recurring and nonrecurring charges are assessed per two-wire pair, per Analog PLTS/DDS termination and per termination for each DS1, DS3, 1.544 Mbps, or 45 Mbps as set forth in 21.5.3, following.

13. VEIC Cable Racking

The VEIC Cable Racking is a nonrecurring charge for cable racking required between the IDE and the Company's SPOT. VEIC Cable Racking is assessed on a per foot basis for each two-wire pair, per Analog PLTS/DDS termination and per termination for each DS1, DS3, 1.544 Mbps, or 45 Mbps requested as set forth in 21.5.3, following.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.4 RATE REGULATIONS

21.4.2 RATE CATEGORIES (Cont'd)

D. Microwave Rate Category

To be provided upon a bona fide request and where feasible on an individual case basis.

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

21.5.1 VEIC FEES

	NONRECURRING CHARGE
A. Quotation Preparation Fee	
• per quote	\$ 1,684.80
B. Microwave Quotation Preparation Fee	
• per quote	21,023.00

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES (Cont'd)

21.5.2 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND INTERCONNECTION TIE PAIRS

A. Private Line Transport Service EICT,
per termination

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Analog PLTS	TKCGX	\$467.44	\$ 4.02
• DDS	TKCHX	467.44	4.02
• 1.544 Mbps	TKCJX	313.25	17.22
• 44.736 Mbps or 45 Mbps	TKCKX	329.00	52.50

B. Switched Access Service EICT,
per termination

• DS1 Switched Transport	TKCLX	313.25	17.22
• DS3 Switched Transport	TKCNX	329.00	52.50

C. Private Line Transport Service ITP,
per termination

• 1.544 Mbps	TKCUX	211.78	5.98
• 44.736 Mbps or 45 Mbps	TKCVX	211.78	26.26
• Optical	TBCAX	211.78	18.89

(N)

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

**21.5.2 EXPANDED INTERCONNECTION CHANNEL TERMINATIONS AND
INTERCONNECTION TIE PAIRS (Cont'd)**

D. Switched Access Service ITP,
per termination

	USOC	NONRECURRING CHARGE	MONTHLY RATE	
• DS1 Switched Transport	TKCWX	\$211.78	\$ 5.98	
• DS3 Switched Transport	TKCYX	211.78	26.26	
• Optical	TBCBX	211.78	18.89	(N)

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES (Cont'd)

21.5.3 VEIC COMMON COMPONENTS

	USOC	NONRECURRING CHARGE	MONTHLY RATE
A. VEIC Entrance Facility			
• per 2 fibers	SP1C1	—	\$ 1.97
• per 2 fibers		\$1,444.80	—
B. VEIC -48 Volt DC Power			
• per ampere, per month			
STATE			
Arizona	SP1PA	—	12.66
Colorado	SP1PA	—	10.02
Idaho	SP1PA	—	9.79
Iowa	SP1PA	—	10.30
Minnesota	SP1PA	—	10.40
Montana	SP1PA	—	9.12
Nebraska	SP1PA	—	10.62
New Mexico	SP1PA	—	11.20
North Dakota	SP1PA	—	10.26
Oregon	SP1PA	—	9.12
South Dakota	SP1PA	—	10.92
Utah	SP1PA	—	9.97
Washington	SP1PA	—	8.70
Wyoming	SP1PA	—	9.31

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

21.5.3 VEIC COMMON COMPONENTS (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE
C. VEIC -48 Volt DC Power Cable			
• per A and B feeder pair from the power source to the VEIC equipment bay			
- 20 amp feed		\$3,167.21	
- 40 amp feed		4,359.71	
- 60 amp feed		5,475.62	
- 20 amp feed	SP1M2		\$4.66
- 40 amp feed	SP1M4		6.42
- 60 amp feed	SP1M6		8.06

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

21.5.3 VEIC COMMON COMPONENTS (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE
D. VEIC Equipment Bay			
• per shelf	SP1EB	—	\$10.75
E. CO Synchronization			
• per equipment bay	SP1CL	—	10.50

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

21.5.3 VEIC COMMON COMPONENTS (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE
F. IDE Maintenance - Labor [1]			
• During business hours, per 1/2 hour or fraction thereof	NRBBC	\$ 20.48	—
• After business hours[2], per 1/2 hour or fraction thereof	NRBBD	31.33	—
G. VEIC Fiber Cable Splicing[3]			
• Per setup	NRBBK	457.80	—
• Per fiber spliced	NRBCR	19.25	—
H. VEIC Inspector - Labor[1]			
• During business hours, per 1/2 hour or fraction thereof	NRBBE	22.00	—
• After business hours[2], per 1/2 hour or fraction thereof	NRBBF	37.41	—

[1] Per technician.

[2] A call-out of a Maintenance Technician or an Inspector after business hours is subject to a minimum charge of four (4) hours as set forth in 21.4.2, preceding.

[3] Not applicable on initial installation. Applies only to subsequent splice.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

21.5.3 VEIC COMMON COMPONENTS (Cont'd)

	USOC	NONRECURRING CHARGE	MONTHLY RATE
I. VEIC Training			
• per 1/2 hour or fraction thereof		\$23.98	—
J. VEIC Engineering (Installation, Change Removal) - Labor			
• During business hours, per 1/2 hour or fraction thereof		23.73	—
• After business hours, per 1/2 hour or fraction thereof		36.16	—
K. VEIC Equipment (Installation, Change or Removal) - Labor			
• During business hours, per 1/2 hour or fraction thereof		27.50	—
• After business hours, per 1/2 hour or fraction thereof		41.22	—

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5 RATES AND CHARGES

21.5.3 VEIC COMMON COMPONENTS (Cont'd)

L. VEIC SPOT

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Analog PLTS/DDS per two-wire pair, per termination,	EXCUX	\$ 6.84	\$0.0041
• DS1 or 1.544 Mbps, per termination	EXCDX	29.80	0.0187
• DS3 or 45 Mbps, per termination	EXCEX	417.55	0.2510

M. VEIC Cable Racking

• per foot			
- Analog PLTS/DDS per two-wire pair, per termination		0.0295	
- DS1 or 1.544 Mbps, per termination		0.0590	
- DS3 or 45 Mbps, per termination		0.0590	

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.5.4 MICROWAVE EIC

A. Reserved for future use

21.6 RATES AND CHARGES - INDIVIDUAL CASE FILINGS

Rates and charges for EIC provided on an individual case basis are filed following:

21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.99 GRANDFATHERED EXPANDED INTERCONNECTION – COLLOCATION EIC SERVICE

General

The services, offerings, regulations and rates specified in this Section are Grandfathered as specified below:

(N)
—
(N)

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.99 GRANDFATHERED EXPANDED INTERCONNECTION – COLLOCATION EIC SERVICE

21.99.1 QWEST DSL SERVICE

The services, offerings, regulations and rates specified in this Section are Grandfathered to new customers as of January 28, 2006. Customers of record as of January 27, 2006 may continue under the terms and conditions of this Tariff F.C.C. No. 1 until November 16, 2006, or later if used in relationship with a fixed period service rate plan that expires after November 16, 2006*. Term plans that expire between January 28, 2006 and November 16, 2006 may continue on a month-to-month basis until November 16, 2006. *NOTE: Customer initiated changes to their grandparented *QWEST DSL* Service, such as a change to a different DSL product, will result in the *QWEST DSL* Service being provided via a commercial agreement.

On November 16, 2006, customers on month-to-month service or whose term plans have expired on or before November 16, 2006, will need to enter into a commercial agreement if they choose to continue service with the Company.

A. General

Expanded Interconnection-Collocation (EIC) Service provides for wire center interconnection of the following Company-provided interstate services to a Company-provided collocation service.

- *QWEST DSL HOST* Service
 - 1.544 Mbps and
 - 45 Mbps

When EIC Service is connected to Company *QWEST DSL HOST* Services, the *QWEST DSL HOST* Service customer-provided terminal equipment must conform to standards for *QWEST DSL HOST* Services as set forth in Section 8, preceding. The customer is responsible for ensuring equipment compatibility between the customer terminal equipment and the *QWEST DSL HOST* Services equipment used by the Company.

(M) Certain material on this page formerly appeared on Pages 21-1 and 21-3.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.99 GRANDFATHERED EXPANDED INTERCONNECTION – COLLOCATION EIC SERVICE

21.99.1 QWEST DSL SERVICE(Cont'd)

- B. Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (T-M)
- EICTs and ITPs are connected to Company Access Services as set forth following: (M)
- When *QWEST DSL HOST* Service is connected to an EICT or ITP, it is in lieu of a *QWEST DSL HOST* Service Access Link as set forth in Section 8, preceding. (C-M)
(C-M)
- C. Types of Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (Cont'd) (T-M)
(M)
- EICT 1.544 and EICT DS1 (T-M)
 - An EICT 1.544 Mbps is also provided between the IDE and Company *QWEST DSL HOST* Service ordered from Section 8, preceding. (M)
(M)
 - EICT 44.736 Mbps or 45 Mbps (T-M)
 - An EICT 44.736 or 45 Mbps is provided for *QWEST DSL HOST* Service. CO multiplexing for the EICT may be ordered from Sections 6 and 7, preceding, by the EICT customer. (C-M)
|
(C-M)
 - ITP at 1.544 Mbps and ITP DS1 (T-M)
 - An ITP at 1.544 Mbps and ITP DS1 are provided between the IDE and Company provided service. They deliver an attenuated signal as specified in Qwest Corporation Technical Publication PUB 77386. This ITP may also apply when associated with *QWEST DSL HOST* Service. (M)
|
(M)
(C-M)
 - ITP at 44.736 Mbps or 45 Mbps and ITP DS3 (T-M)
 - An ITP at 44.736 or 45 Mbps and ITP DS3 are provided between the IDE and Company provided service. They deliver an attenuated signal as specified in Qwest Corporation Technical Publication PUB 77386. This ITP may also apply when associated with *QWEST DSL HOST* Service. (M)
|
(M)
(C-M)

(M) Certain material on this page formerly appeared on Pages 21-5, 21-9 and 21-10.

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21. EXPANDED INTERCONNECTION - COLLOCATION (EIC) SERVICE

21.99 GRANDFATHERED EXPANDED INTERCONNECTION – COLLOCATION EIC SERVICE

21.99.1 QWEST DSL SERVICE(Cont'd)

D. Rate Categories (T-M)

The rate categories for EIC Service are described following: (M)

1. Fees (T-M)

a. Quotation Preparation Fee (T-M)

The Quotation Preparation Fee (QPF) provides the work activities performed to develop a quotation for VEIC Service. The QPF is set forth in 21.5.1, preceding. (M)
(T-M)

b. Microwave Quotation Preparation Fee (T-M)

The Microwave Quotation Preparation Fee (MQPF) provides the QPF work activities performed to develop a quotation for VEIC Service and the necessary studies (e.g., structural and radio frequency interference) to determine the feasibility of providing Microwave EIC. The MQPF is set forth in 21.5.1, preceding. (M)
(T-M)

2. Expanded Interconnection Channel Terminations and Interconnection Tie Pairs (T-M)

• PLTS Expanded Interconnection Channel Termination (T-M)

The PLTS EICT rate element provides for the communications path between the IDE and a Company *QWEST DSL HOST* Service within the same wire center. Included as part of the EICT is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the *QWEST DSL HOST* Service is connected and the type of signaling capability, if any. (M)
(M)

(M) Certain material on this page formerly appeared on Page 21-29.

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22. OPERATOR ASSISTANCE SERVICE

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22. OPERATOR ASSISTANCE SERVICE

22.1 GENERAL DESCRIPTION

Operator Assistance Service (OAS) provides services using the assistance of a Company operator. The Company operator provides OAS for interLATA calls only. OAS includes Busy Line Verification and Busy Line Interruption. OAS is provided where technically feasible in Company-designated OAS tandem locations.

22.1.1 BUSY LINE VERIFICATION

Busy Line Verification (BLV) provides the conversation status of a telephone line. The Company operator verifies the conversation status of a telephone line as requested by the calling customer's operator and advises the status of the telephone line to the requesting operator. The Company will not interrupt the conversation on the telephone line when verifying the line status. Only telephone numbers residing in the end offices subtending the Company-designated OAS tandem locations will be verified. Only one BLV attempt will be made per customer operator call and a BLV charge applies whether or not conversation is detected.

22.1.2 BUSY LINE INTERRUPTION

Busy Line Interruption (BLI) provides busy line verification and interruption of a telephone line. The Company operator verifies the conversation status, interrupts the conversation, informs the user that a caller is attempting to reach the line, requests the user to release the line and advises the requesting operator the user of the line was informed that a caller is attempting to reach the telephone line. Only telephone numbers residing in the end offices subtending the Company-designated OAS tandem locations will be verified and interrupted. The Company operator will only interrupt the call and will not complete the call of the end user initiating the interrupt request. Only one BLI attempt will be made per customer operator call and a BLI charge applies whether or not the user of the telephone line releases the line.

22.1.3 BLV OR BLI EMERGENCY EXEMPTION

BLV and BLI charges will not apply if the calling customer's operator identifies the call as being to an official public emergency agency and concerns official business involving such agency. An official agency is defined as a government agency which is operated by the federal, state or local government and has the capability and legal authority to provide prompt and direct aid to the public in an emergency situation.

22. OPERATOR ASSISTANCE SERVICE

22.2 BLV AND BLI ORDERING AND PROVISIONING REQUIREMENTS

BLV and BLI are available in conjunction with Switched Access Services CST3 or FGD provisioned with Equal Access Multifrequency Address signaling. The customer must specify the number of trunks desired between its premises and the Company-designated OAS tandem location in the same LATA. The trunks may be two-way or terminating only. Where the OAS tandem switch also functions as a switched access tandem, the customer may combine other switched traffic over the same trunks.

The customer shall request BLV and BLI in the same manner as described for Switched Access Services as set forth in Section 5, preceding, with the exception of signaling, as described above. In addition, the customer must specify the OAS traffic type as set forth in 6.1.1, preceding. BLV and BLI are not available separately.

OAS tandem locations are designated in National Exchange Carrier Association, Inc., Tariff F. C. C. No. 4.

22.3 DESIGN BLOCKING REQUIREMENTS

The Company will design and monitor facilities used for OAS in the same manner as described for Switched Access Services in 6.5.9, preceding.

22.4 ACCEPTANCE TESTING REQUIREMENTS

The Company will, at the customer's request, cooperatively test with the customer, as set forth in 6.1.5, preceding when OAS is provisioned in conjunction with CST3 or FGD Switched Access Services.

22.5 JURISDICTIONAL REQUIREMENTS

OAS may, at the option of the customer, be provided for interstate and intrastate communications. When the customer requests such mixed access, the interstate OAS charges will be determined by the Company using a customer-provided jurisdictional report as set forth in 2.3.10, preceding.

22. OPERATOR ASSISTANCE SERVICE

22.6 OBLIGATIONS OF THE COMPANY

The Company operator will advise the requesting operator to contact the appropriate serving Local Exchange Carrier (LEC) when the telephone number requested to be verified or interrupted is determined to be served by a different LEC.

22.7 OBLIGATIONS OF THE CUSTOMER

The Company operator will respond to one request to verify or verify and interrupt a telephone line per call received from a requesting operator. The Company operator will not transfer redial or forward the call to another location.

The customer premises must provide the necessary on-hook and off-hook answer and disconnect supervisory signaling.

Jurisdictional reporting as described in 2.3.10, preceding, will apply to OAS.

22.8 RATE REGULATIONS

22.8.1 GENERAL RATE REGULATIONS

Switched Access Service nonrecurring charges associated with ordering installation and rearrangement of CST3 or FGD services apply. In addition to the nonrecurring charges, the recurring BLV and/or BLI per call rate elements apply. Switched Access usage rate elements do not apply.

22.8.2 BUSY LINE VERIFICATION

The Busy Line Verification rate element is assessed per telephone line verified regardless of the status of the line verified. When the Company operator verifies the telephone line, only the Busy Line Verification rate per call applies.

22.8.3 BUSY LINE INTERRUPTION

The Busy Line Interruption rate element is assessed per telephone line verified and interrupted regardless of whether the caller releases the telephone line. When the Company operator verifies and interrupts the telephone line, only the Busy Line Interruption rate element is assessed.

22. OPERATOR ASSISTANCE SERVICE

22.9 RATES AND CHARGES

	RATE PER CALL
22.9.1 BUSY LINE VERIFICATION	
-per call verified	\$0.99 (R)
22.9.2 BUSY LINE INTERRUPTION	
-per call verified and interrupted	1.25

23. WIRE CENTERS

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(N)

(N)

23. WIRE CENTERS

(S-y)

23.1 GENERAL DESCRIPTION

This Section identifies the wire centers that qualify for Phase I and Phase II Pricing Flexibility. Wire centers without Phase I / Phase II relief are not listed in this Section.

(S-y)
(C-x)
(C-x)

Refer to Pricing Flexibility in Section 2 for additional descriptive information of the types of relief.

(S-y)

The following pages identify the MSA, wire center, and degree of relief. Each wire center may have Phase I / II relief for the CTE to the end user location (CTE EU) and/or all other components as defined in Section 2.

(S-y)
(T-x)

(x) Issued under authority of Special Permission No. 02-080.

(y) Reissued matter filed under Transmittal No. 127 to become effective June 15, 2002.

(Filed under Transmittal No. 128.)

Issued: June 11, 2002

Effective: June 15, 2002

23. WIRE CENTERS

23.2 ARIZONA

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Phoenix-Mesa</u>				
	Sunrise	AGFIAZSR	I & II	I & II
	Buckeye	BCKYAZMA	I & II	I & II
	Beardsley	BRDSAZMA	I & II	I & II
	Chandler Main	CHNDAZMA	I & II	I & II
	Chandler South	CHNDAZSO	I & II	I & II
	Chandler West	CHNDAZWE	I & II	I & II
	Circle City	CRCYAZNM	I & II	I & II
	Cave Creek	CVCKAZMA	I & II	I & II
	Deer Valley	DRVYAZNO	I & II	I & II
	Fort McDowell	FTMDAZMA	I & II	I & II
	Rio Verde	FTMDAZNO	I & II	I & II
	Coldwater	GDYRAZCW	I & II	I & II
	Gila Bend	GLBNAZMA	I & II	I & II
	Glendale	GLDLAZMA	I & II	I & II
	Higley	HGLYAZMA	I & II	I & II
	Litchfield Part	LTPKAZMA	I & II	I & II
	Gilbert	MESAAZGI	I & II	I & II
	Mesa	MESAAZMA	I & II	I & II
	New River	NWRVAZMA	I & II	I & II
	Foothills	PHNXAZ81	I & II	I & II
	Bethany West	PHNXAZBW	I & II	I & II
	Cactus	PHNXAZCA	I & II	I & II
	Phoenix East	PHNXAZEA	I & II	I & II
	Tempe	TEMPAZMA	I & II	I & II
	McClintock	TEMPAZMC	I & II	I & II
	Tolleson	TLSNAZMA	I & II	I & II
	Wickenburg	WCBGAZMA	I & II	I & II
	White Tanks	WHTKAZMA	I & II	I & II

(Z)

23. WIRE CENTERS

(N)

23.2 ARIZONA (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Phoenix-Mesa (Cont'd)</u>				
	Greenway	PHNXAZGR	I & II	I & II
	Laveen	PHNXAZLV	I & II	I & II
	Phoenix Main	PHNXAZMA	I & II	I & II
	Midriver	PHNXAZMR	I & II	I & II
	Maryvale	PHNXAZMY	I & II	I & II
	Phoenix Northeast	PHNXAZNE	I & II	I & II
	Phoenix North	PHNXAZNO	I & II	I & II
	Phoenix Northwest	PHNXAZNW	I & II	I & II
	Pecos	PHNXAZPP	I & II	I & II
	Peoria	PHNXAZPR	I & II	I & II
	Phoenix Southeast	PHNXAZSE	I & II	I & II
	Phoenix South	PHNXAZSO	I & II	I & II
	Sunnyslope	PHNXAZSY	I & II	I & II
	Phoenix West	PHNXAZWE	I & II	I & II
	Pinnacle Peak	PRVYAZPP	I & II	I & II
	Scottsdale	SCDLAZMA	I & II	I & II
	Shea	SCDLAZSH	I & II	I & II
	Thunderbird	SCDLAZTH	I & II	I & II
	Superstition Main	SPRSAZMA	I & II	I & II
	Superstition West	SPRSAZWE	I & II	I & II

(N)

23. WIRE CENTERS

(N)

23.2 ARIZONA (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Tucson</u>				
	Catalina	TCSNAZCA	I	I & II
	Cortaro	TCSNAZCO	I	I & II
	Craycroft	TCSNAZCR	I	I & II
	Tucson East	TCSNAZEA	I	I & II
	Flowing Wells	TCSNAZFW	I	I & II
	Tucson Main	TCSNAZMA	I	I & II
	Mount Lemmon	TCSNAZML	I	I & II
	Green Valley	GNVYAZMA	I	I & II
	Marana West	MARNAZ02	I	I & II
	Marana South	MARNAZ03	I	I & II
	Marana Main	MARNAZMA	I	I & II
	Tucson North	TCSNAZNO	I	I & II
	Rincon	TCSNAZRN	I	I & II
	Tucson Southeast	TCSNAZSE	I	I & II
	Tucson South	TCSNAZSO	I	I & II
	Tucson Southwest	TCSNAZSW	I	I & II
	Tanque Verde	TCSNAZTV	I	I & II
	Tucson West	TCSNAZWE	I	I & II
	Tubac	TUBACZMA	I	I & II
	Vail North	VAILAZNO	I	I & II
	Vail South	VAILAZSO	I	I & II

(N)

23. WIRE CENTERS

(N)

23.3 COLORADO

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Colorado Springs</u>				
	Air Force	AFACCOMA	I & II	I & II
	Black Forest	BLFSCOMA	I & II	I & II
	Calahan	CLHNCOMA	I & II	I & II
	Gatehouse	CLSPCO32	I & II	I & II
	Colorado Spgs. East	CLSPCOEA	I & II	I & II
	Colorado Springs	CLSPCOMA	I & II	I & II
	Pikeview	CLSPCOPV	I & II	I & II
	Stratmoor	CLSPCOSM	I & II	I & II
	Cripple Creek	CRCKCOMA	I & II	I & II
	Manitou Springs	MNSPCOMA	I & II	I & II
	Fountain	FONTCOMA	I & II	I & II
	Green Mountain Falls	GMFLCOMA	I & II	I & II
	Monument	MNMTCOMA	I & II	I & II
	Peyton	PYTNCOMA	I & II	I & II
	Security	SCRTCOMA	I & II	I & II
	Woodland Park	WDPKCOMA	I & II	I & II
<u>Denver-Boulder</u>				
	Allens Park	ALPKCOMA	I	I & II
	Arvada	ARVDCOMA	I	I & II
	Aurora	AURRCOMA	I	I & II
	Monaghan	AURRCOMB	I	I & II
	Brighton	BITNCOMA	I	I & II
	Gunbarrel	BLDRCOGB	I	I & II
	Boulder	BLDRCOMA	I	I & II
	Broomfield	BRFDCOMA	I	I & II

(N)

23. WIRE CENTERS

(N)

23.3 COLORADO (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Denver-Boulder</u>				
	Morrison	MRSNCOMA	I	I & II
	Nederland	NDLDCOMA	I	I & II
	Northglenn	NGLNCOMA	I	I & II
	Niwot	NIWTCOMA	I	I & II
	Parker	PRKRCOMA	I	I & II
	Table Mesa	TEMACOMA	I	I & II
	Ward	WARDCOMA	I	I & II
	Westminster	WMNSCOMA	I	I & II
<u>Fort Collins- Loveland</u>				
	Berthod	BRTHCOMA	I	I
	Estes Park	ESPKCOMA	I	I
	Fort Collins	FTCLCOMA	I	I
	Harmony	FTCLCOHM	I	I
	Loveland	LVLDCOMA	I	I
	Wellington	WGTNCOMA	I	I

(N)

23. WIRE CENTERS

(N)

23.3 COLORADO (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Greeley</u>				
	Ault	AULTCOMA		I
	Eaton	EATNCOMA		I
	Erie	ERIECOMA		I
	Fort Lupton	FTLPCOMA		I
	Frederick	FRDRCOMA		I
	Gilcrest	GLCRCOMA		I
	Greeley	GRELCOMA		I
	Hudson	HDSNCOMA		I
	Johnstown	JHMLCOMA		I
	Keensburg	KNBGCOMA		I
	Lasalle	LSLLCOMA		I
	Mead	MEADCOMA		I
	Parkview	GRELCOJC		I
	Platteville	PTVLCOMA		I
	Windsor	WNDSCOMA		I
<u>Pueblo</u>				
	Avondale	AVDLCOMA	I	I & II
	Pueblo Main	PUBLCOMA	I	I & II
	Pueblo Sunset	PUBLICOSU	I	I & II
	Pueblo West	PUBLICO06	I	I & II
	Vineland	VNLDCOMA	I	I & II

(N)

23. WIRE CENTERS

23.4 IDAHO

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Boise City</u>				
	Boise Main	BOISIDMA	I & II	I & II
	Boise Northwest	BOISIDNW	I & II	I & II
	Boise Southwest	BOISIDSW	I & II	I & II
	Boise West	BOISIDWE	I & II	I & II
	Eagle	EAGLIDNM	I & II	I & II
	Kuna	KUN AIDMA	I & II	I & II
	Meridian	MRDNIDMA	I & II	I & II
	Star	STARIDNM	I & II	I & II

(N)

(N)

23. WIRE CENTERS

(N)

23.5 IOWA (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Des Moines (Cont'd)</u>				
	Des Moines South	DESMIASO	I & II	I & II
	Des Moines West	DESMIAWS	I & II	I & II
	Dallas Center	DLCTIACE	I & II	I & II
	Grimes	GRMSIACO	I & II	I & II
	Granger	GRNGIACO	I & II	I & II
	Indianola	INDNIACO	I & II	I & II
	Norwalk	NRWLIACO	I & II	I & II
	Polk City	PKCYIACO	I & II	I & II
	Perry	PRRYIACO	I & II	I & II
	Runnels	RNLSIACO	I & II	I & II
	Waukee	WAUKIACO	I & II	I & II
<u>Dubuque</u>				
	Dubuque Northwest	DUBQIANW	I & II	I & II
	Dubuque Downtown	DUBQIATC	I & II	I & II
<u>Iowa City</u>				
	Iowa City	IWCYIATC	I & II	I & II
<u>Omaha</u>				
	Neola	NEOLIACO	I & II	I & II
	Manawa	CNBLIAMW	I & II	I & II
	Council Bluffs	CNBLIAWA	I & II	I & II
	Crescent	CRSCIACO	I & II	I & II
	Underwood	UNWDIACO	I & II	I & II

(N)

23. WIRE CENTERS

(N)

23.5 IOWA (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Sioux City</u>				
	Anthon	ANTHIACO	I	I & II
	Correctionville	CCVLIACO	I	I & II
	Danbury	DNBRIACO	I	I & II
	Sioux City			
	Downtown	SXCYIADT	I	I & II
	Sioux City	SXCYIAMS	I	I & II
	Emerson	EMSNNENW	I	I & II
	Homer	HOMRNENW	I	I & II
	South Sioux City	SSCYNENW	I	I & II
<u>Waterloo- Cedar Falls</u>				
	Denver	DNVRIACO	I	I & II
	Cedar Falls	CDFLIACO	I	I & II
	Hudson	HDSNIACO	I	I & II
	Waterloo	WTRLIADT	I	I & II
	Washburn	WTRLIAWS	I	I & II
	Waverly	WVRLIACO	I	I & II

(N)

23. WIRE CENTERS

(N)

23.6 MINNESOTA

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Fargo-Moorhead</u>				
	Comstock	CMSTMNCO	I & II	I & II
	Hawley	HWLYMNHA	I & II	I & II
	Sabin	SABNMNSA	I & II	I & II
<u>Minneapolis- St. Paul</u>				
	Afton	AFTNMNAF	I	I & II
	Anoka	ANOKMNAN	I	I & II
	Buffalo	BFLOMNBU	I	I & II
	Blaine	BLANMNBL	I	I & II
	Bloomington Cedar	BLTNMNCE	I	I & II
	Normandale	BLTNMNNO	I	I & II
	Bloomington South	BLTNMNNO	I	I & II
	Brooklyn Center	BRCTMNBC	I	I & II
	Burnsville	BRVLMNBU	I	I & II
	Coon Rapids	CNRPMNND	I	I & II
	Crystal	CRYSMNCR	I	I & II
	Cottage Grove	CTGVMNCG	I	I & II
	Lexington	EAGNMNLB	I	I & II
	Eden Prairie	EDPRMNEP	I	I & II
	Glen Prairie	EDPRMNGP	I	I & II
	Excelsior	EXCLMNEX	I	I & II
	Fridley	FRDLMNFR	I	I & II
	Forest Lake	FRLKMNFL	I	I & II
	Hanover	HNVRMNHCB	I	I & II
	Hopkins	HPKNMNHOB	I	I & II
	Orchard	GLVYMNOR	I	I & II

(N)

23. WIRE CENTERS

(N)

23.6 MINNESOTA (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Minneapolis-</u>				
<u>St. Paul</u>				
	Hamel	HAMLMNHB	I	I & II
	Beech	STPLMNBE	I	I & II
	Emerson	STPLMNEM	I	I & II
	Front	STPLMNHB	I	I & II
	Midway	STPLMNMI	I	I & II
	Market	STPLMNMK	I	I & II
	Stillwater	STWRMNST	I	I & II
	White Bear	WBLKMNWB	I	I & II
	West Saint Paul	WSPLMNWS	I	I & II
	Wayzata	WYZTMNWA	I	I & II
	7th Avenue	MPLSMN07	I	I & II
	Bryant	MPLSMNBB	I	I & II
	Beard	MPLSMNBE	I	I & II
	Minneapolis	MPLSMNDT	I	I & II
	Franklin	MPLSMNFR	I	I & II
	Fort Snelling	MPLSMNFS	I	I & II
	Central	MPLSMNGE	I	I & II
	Penn	MPLSMNPE	I	I & II
	Pillsbury	MPLSMNPI	I	I & II
	24th Avenue	MPLSMNTF	I	I & II
	Maplewood	MPWDMNMA	I	I & II
	North Branch	NBRNMNNB	I	I & II
	Park Row	NSPLMNPR	I	I & II
	Navarre	NVRRMNNA	I	I & II
	Cleveland	NWBTMNCL	I	I & II

(N)

23. WIRE CENTERS

23.6 MINNESOTA (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Minneapolis-</u> <u>St. Paul</u> (Cont'd)				
	Oak Grove	OKGVMNOG	I	I & II
	Fernbrook	PLMOMNFE	I	I & II
	66th Street	RCFDMN66	I	I & II
	Rockford	RCFRMNRO	I	I & II
	Rush City	RSCYMNRC	I	I & II
	Soderville	SDVLMNSO	I	I & II
	Shakopee	SHKPMNSH	I	I & II
	Rice Street	SHVWMNRI	I	I & II
<u>Rochester</u>				
	Rochester	ROCHMNRO	I & II	I & II
	Stewartville	STVLMNST	I & II	I & II
<u>St. Cloud</u>				
	Avon	AVONMNVO	I & II	I & II
	Cold Springs	CLSPMNCB	I & II	I & II
	Foley	FOLYMNFO	I & II	I & II
	Holdingford	HLFRMNCO	I & II	I & II
	Sauk Centre	SKCTMNSC	I & II	I & II
	Saint Cloud	STCDMNTD	I & II	I & II
	Saint Joseph	STJSMNSJ	I & II	I & II
	Elk River	EKRVMNER	I & II	I & II

(N)

(N)

23. WIRE CENTERS

23.7 MONTANA

There are no Pricing Flexibility wire centers in Montana.

(N)
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(N)

23. WIRE CENTERS

(N)

23.8 NEBRASKA

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Omaha</u>				
	Bennington	BGTNNECO	I & II	I & II
	Elkhorn-Waterloo	ELKHENENW	I & II	I & II
	Gretna	GRETNENW	I & II	I & II
	Girard	OMAHNE78	I & II	I & II
	Harrison	OMAHNE84	I & II	I & II
	Omaha	OMAHNE90	I & II	I & II
	Bellevue	OMAHNEBE	I & II	I & II
	Center	OMAHNECE	I & II	I & II
	Fort Street	OMAHNEFO	I & II	I & II
	Fowler St	OMAHNEFW	I & II	I & II
	156 Harrison	OMAHNEHA	I & II	I & II
	Izard	OMAHNEIZ	I & II	I & II
	Douglas	OMAHNENW	I & II	I & II
	O Street	OMAHNEOS	I & II	I & II
	Springfield	SPFDNENW	I & II	I & II
	Valley	VLLYNENW	I & II	I & II
	Neola	NEOLIACO	I & II	I & II
	Manawa	CNBLIAMW	I & II	I & II
	Council Bluffs	CNBLIAWA	I & II	I & II
	Crescent	CRSCIACO	I & II	I & II
	Underwood	UNWDIACO	I & II	I & II
<u>Sioux City</u>				
	South Sioux City	SSCYNENW	I	I & II
	Emerson	EMSNENENW	I	I & II
	Homer	HOMRNENW	I	I & II

(N)

23. WIRE CENTERS

(N)

23.9 NEW MEXICO

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Albuquerque</u>				
	Academy	ALBQNMAC	I & II	I & II
	Corrales	ALBQNMCR	I & II	I & II
	Albuq East	ALBQNMEA	I & II	I & II
	Albuq Main	ALBQMNMA	I & II	I & II
	Albuq Northeast	ALBQNMNE	I & II	I & II
	Albuq North	ALBQNMNO	I & II	I & II
	Rio Rancho	ALBQNMRR	I & II	I & II
	San Mateo	ALBQNMMS	I & II	I & II
	Albuq West	ALBQNMWE	I & II	I & II
	Bernalillo	BRNLNMMA	I & II	I & II
	Los Alamos Main	LSALNMMA	I & II	I & II
	White Rock	LSALNMWR	I & II	I & II
	Pena Blanca	PNBLNMMA	I & II	I & II
	Tijeras	TJRSNMMA	I & II	I & II

(N)

23. WIRE CENTERS

23.10 NORTH DAKOTA

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Fargo-Moorhead</u>				
	Casselton	CSLTNDBC	I & II	I & II
	Fargo	FARGNDBC	I & II	I & II
	Gardner	GRNRNDBC	I & II	I & II
	Leonard	LNRDNDMW	I & II	I & II
	West Fargo	WFRGNDBC	I & II	I & II
	Comstock	CMSTMNCO	I & II	I & II
	Hawley	HWLYMNHA	I & II	I & II
	Sabin	SABNMNSA	I & II	I & II

(N)

(N)

23. WIRE CENTERS

(N)

23.11 OREGON

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Eugene-Springfield</u>				
	Culp Creek	CLCKOR53	I & II	I & II
	Cottage Grove	CTGVOR53	I & II	I & II
	River Road	EUGNOR28	I & II	I & II
	Eugene	EUGNOR53	I & II	I & II
	Florence	FLRNOR53	I & II	I & II
	Junction City	JNCYOR51	I & II	I & II
	Leaburg	LEBGOR54	I & II	I & II
	Lowell	LWLLOR53	I & II	I & II
	Mapleton	MPTNOR54	I & II	I & II
	Marcola	MRCLOR53	I & II	I & II
	Oakridge	OKRGOR01	I & II	I & II
	Springfield	SPFDOR01	I & II	I & II
	Veneta	VENTOR54	I & II	I & II
<u>Medford-Ashland</u>				
	Ashland	ASLDOR55	I & II	I & II
	Central Point	CNPNOR29	I & II	I & II
	Gold Hill	GLHLOR55	I & II	I & II
	Jacksonville	JCVLOR56	I & II	I & II
	Medford	MDFDOR33	I & II	I & II
	Phoenix	PHNXOR55	I & II	I & II
	Rogue River	RGRVOR55	I & II	I & II

(N)

23. WIRE CENTERS

(N)

23.11 OREGON (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Portland-Vancouver</u>				
	Burlington	BURLOR62	I & II	I & II
	Lake Oswego	LKOSOR62	I & II	I & II
	Milwaukie	MLWKOR17	I & II	I & II
	Orchards	ORCHWA01	I & II	I & II
	Oregon City	ORCYOR18	I & II	I & II
	Cypress	PTLDOR02	I & II	I & II
	Harold Street	PTLDOR08	I & II	I & II
	Alpine	PTLDOR11	I & II	I & II
	Atlantic	PTLDOR12	I & II	I & II
	Belmont	PTLDOR13	I & II	I & II
	Butler	PTLDOR14	I & II	I & II
	Cherry Portland	PTLDOR17	I & II	I & II
	Prospect	PTLDOR18	I & II	I & II
	Capitol	PTLDOR69	I & II	I & II
	Vancouver	VANCWA01	I & II	I & II
	Vancouver North	VANCWANO	I & II	I & II
	Battleground	BTLGWA01	I & II	I & II
	Ridgefield	RDFDWA01	I & II	I & II
<u>Salem</u>				
	Dallas	DLLSOR58	I	I & II
	Falls City	FLCYOR58	I	I & II
	Independence			
	Monmouth	INDPOR58	I	I & II
	Jefferson	JFSNOR63	I	I & II
	Salem	SALMOR58	I	I & II
	Keizer	SALMOR59	I	I & II
	Woodburn	WDBNOR59	I	I & II

(N)

23. WIRE CENTERS

23.12 SOUTH DAKOTA

There are no Phase II wire centers in South Dakota.

(N)
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(N)

23. WIRE CENTERS

(N)

23.13 UTAH

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Provo-Orem</u>				
	American Fork	AMFKUTMA	I	I & II
	Lehi	LEHIUTMA	I	I & II
	Orem	OREMUTMA	I	I & II
	Pleasant Grove	PLGVUTMA	I	I & II
	Provo	PROVUTMA	I	I & II
	Payson	PYSNUTMA	I	I & II
	Salem	SALMUTMA	I	I & II
	Santaquin	SNTQUTMA	I	I & II
	Spanish Fork	SPFKUTMA	I	I & II
	Springville	SPVLUTMA	I	I & II
<u>Salt Lake City- Ogden</u>				
	Alta	ALTAUTMA	I & II	I & II
	Bountiful	BNTFUTMA	I & II	I & II
	Clearfield Layton	CLFDUTMA	I & II	I & II
	Cottonwood	CTWDUTMA	I & II	I & II
	Dugway	DGWHUTMA	I & II	I & II
	Draper	DRPRUTMA	I & II	I & II
	Farmington	FRTNUTMA	I & II	I & II
	Grantsville	GTVLUTMA	I & II	I & II
	Holladay	HLDYUTMA	I & II	I & II
	Huntsville	HNVIUTMA	I & II	I & II
	Kearns	KRNSUTMA	I & II	I & II
	Kaysville	KYVLUTMA	I & II	I & II
	East Layton	LYTNUTMA	I & II	I & II

(N)

23. WIRE CENTERS

(N)

23.13 UTAH (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Salt Lake City-</u> <u>Ogden</u>				
	Magna	MAGNUTNM	I & II	I & II
	Midvale	MDVAUTMA	I & II	I & II
	Murray	MRRYUTMA	I & II	I & II
	North Salt Lake	NSLKUTMA	I & II	I & II
	Ogden Main	OGDNUTMA	I & II	I & II
	Ogden North	OGDNUTNO	I & II	I & II
	Ogden South	OGDNUTSO	I & II	I & II
	Ogden West	OGDNUTWE	I & II	I & II
	Riverton	RVTNUTMA	I & II	I & II
	Salt Lake East	SLKCUTEA	I & II	I & II
	Salt Lake City Main	SLKCUTMA	I & II	I & II
	Salt Lake South	SLKCUTSO	I & II	I & II
	Salt Lake West	SLKCUTWE	I & II	I & II
	Tooele	TOOLUTMA	I & II	I & II
	West Jordan Main	WJRDUTMA	I & II	I & II
	Wendover	WNDVUTMA	I & II	I & II

(N)

23. WIRE CENTERS

(N)

23.14 WASHINGTON

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Bellingham</u>				
	Bellingham	BLHMWA01	I & II	I & II
	Lummi	BLHMWALU	I & II	I & II
<u>Olympia</u>				
	Lacey	LACYWA01	I & II	I & II
	Olympia Whitehall	OLYMWA02	I & II	I & II
	Evergreen	OLYMWAEV	I & II	I & II
<u>Portland-Vancouver</u>				
	Battleground	BTLGWA01	I & II	I & II
	Ridgefield	RDFDWA01	I & II	I & II
	Vancouver	VANCWA01	I & II	I & II
	Vancouver North	VANCWANO	I & II	I & II
	Orchards	ORCHWA01	I & II	I & II
<u>Seattle-Bellevue- Everett</u>				
	Auburn	AUBNWA01	I	I & II
	Black Diamond	BDMDWA01	I	I & II
	Bellevue Glencourt	BLLVWAGL	I	I & II
	Bellevue-Sherwood	BLLVWASH	I	I & II
	Des Moines	DESMWA01	I	I & II
	Enumclaw	ENMCWA01	I	I & II
	Federal Way	FDWYWA01	I	I & II
	Issaquah	ISQHWAEX	I	I & II
	Kent Ulrich	KENTWA01	I	I & II
	Kent Meridian	KENTWAME	I	I & II
	Kent O’Brien	KENTWAOB	I	I & II

(N)

23. WIRE CENTERS

(N)

23.14 WASHINGTON (Cont'd)

MSA	WIRE CENTER	CLLI-8 CHAR. LOCATION CODE	QUALIFIED FOR PHASE	
			CTE EU	ALL OTHER COMPONENTS
<u>Seattle-Bellevue-</u> <u>Everett (Cont'd)</u>				
	Maple Valley	MPVYWAMV	I	I & II
	Adams	MRISWA01	I	I & II
	Renton	RNTNWA01	I	I & II
	Seattle East	STTLWA03	I	I & II
	Seattle Emerson	STTLWA04	I	I & II
	Seattle Atwater	STTLWA05	I	I & II
	Seattle Main	STTLWA06	I	I & II
	Campus Melrose	STTLWACA	I	I & II
	Seattle Cherry	STTLWACH	I	I & II
	Seattle Duwamish	STTLWADU	I	I & II
	Seattle Elliott	STTLWAEL	I	I & II
	Lakeview	STTLWALA	I	I & II
	Parkway	STTLWAPA	I	I & II
	Sunset	STTLWASU	I	I & II
	Seattle West	STTLWAWE	I	I & II
	Waverly 2	TACMWAWV	I	I & II

(N)

23. WIRE CENTERS

23.15 WYOMING

There are no Pricing Flexibility wire centers in Wyoming.

(N)
—
(N)

24. CONTRACT TARIFFS

Alphabetical By SUBJECT	PAGE	
General.....	24-1	
Contracts	24-2	(N)

24. CONTRACT TARIFFS

24.1 GENERAL

The following contract tariffs will be subject to the Regulations of this Tariff,
unless specified otherwise.

(N)
(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 03-001

(N)

DESCRIPTON.: DS1 and DS3 on Excess Facilities

CONTRACT AVAILABILITY: Effective from March 31, 2003 through June 30, 2003

CONTRACT TERM: 36- or 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23, preceding

This contract tariff is for new DS1 or DS3 Service purchased on a 36-month or 60-month Pricing Plan located where the Company has identified excess facilities into a customer's premises. For each Channel Termination installed at the aforementioned premises, a one-time credit will be given.

Monthly and nonrecurring rates and regulations for DS1 and DS3 Services are set forth in Sections 7.11, 7.12 and 17, preceding. The customer understands the actual rates are those in effect on the first day service is made available for use, i.e., the date the service order is completed by the Company. The customer shall pay the Company all applicable taxes, usual and customary surcharges and all government imposed fees and charges that relate to the service or installation rendered hereunder.

This offering is available to customers ordering DS1 or DS3 Channel Termination in a building where excess facilities exists. Such customers for each DS1 Service will receive a \$300 credit per DS1 Channel Termination and for each DS3 Service will receive a \$3,000 credit per DS3 Channel Termination, the credits will be applied to the customer's first month bill.

When service is disconnected prior to the completion of the Pricing Plan, Termination Liability and Waiver Policy, TLA, as set forth in 7.1, preceding, will apply. In addition to the TLA, the customer shall repay the credit received for each qualifying Channel Termination.

Enrollment Forms or Access Service Requests (ASR) for either DS1 or DS3 Service must be received from March 31, 2003 through June 30, 2003. Customer requested due dates for DS1 or DS3 orders must be within 60 days of receipt of either the signed Enrollment Form or the ASR.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACTS (Cont'd)

CASE NO.	03-002	(S-y)
ORIGINAL CONTRACT NO.	CDS-030117-0006	
DESCRIPTON:	Self Healing Network Service (SHNS) Contract Renewal Pricing Plan	
CONTRACT AVAILABILITY:	From May 24, 2003 through June 24, 2003	(S-y) (Z-x)
CONTRACT EFFECTIVE DATE:	May 24, 2003	(S-y)
CONTRACT EXPIRATION DATE:	December 31, 2004	
AVAILABLE MSAS:	Phase I and Phase II, as defined in Section 23	(S-y)
A. This Contract Tariff provides a renewal incentive for Private Line Services SHNS, as specified in other sections of this Tariff.		(C-x) (C-x) (D-x)
B. To qualify for this Plan, the customer must have generated a minimum annual SHNS revenue of \$18,000,000.00, as of May 24, 2003.		(T-x) (C-x)

(y) Reissued matter filed under Transmittal No. 160 scheduled to become effective May 24, 2003.

(x) Issued under the authority of Special Permission No. 03-053.

(Filed under Transmittal No. 161.)

Issued: May 22, 2003

Effective: May 24, 2003

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002 (Cont'd)

(S-y)

C. SHNS Fixed Period Rate Plans are eligible to receive the following incentive application:

(T-x)

(S-y)

- SHNS Fixed Period Rate Plans that have expired before this Contract's Effective Date may be extended to either 36- or 60-month terms.
- SHNS Fixed Period Rate Plans that expire after the Effective Date and before this Contract Tariff expires, may be extended to either a 36- or 60-month term contract once the original SHNS Fixed Period Rate Plan expires.
- Minimum Service Periods will not apply to SHNS Fixed Period Rate Plans renewed under this Contract Tariff.

(S-y)

(T-x)

(S-y)

(T-x)

(S-y)

(S-y)

(T-x)

For all SHNS Fixed Period Rate Plans covered under this Contract Tariff, the following terms and conditions apply:

(T-x)

(S-y)

- Additional discounts, as specified following, for 36- and 60-month SHNS Fixed Period Rate Plans, will be available to the customer.
- Based upon the discount the customer selects, a corresponding Termination Liability will be assessed on SHNS Fixed Period Rate Plans that terminate prior to the SHNS Fixed Period Rate Plan's term. The following schedule will be used in determining the corresponding discount and Termination Liability percentages:

DISCOUNT OFF CURRENT TARIFFED SHNS FIXED PERIOD RATE PLAN RATES	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
--	---

0%	0%
10%	20%
20%	40%

(S-y)

(y) Reissued matter filed under Transmittal No. 160 scheduled to become effective May 24, 2003.

(x) Issued under the authority of Special Permission No. 03-053.

(Filed under Transmittal No. 161.)

Issued: May 22, 2003

Effective: May 24, 2003

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-002

C. SHNS Fixed Period Rate Plans are eligible to receive the following incentive application: (Cont'd)

- Termination Liability 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 in the existing Fixed Period Rate Plan, times (x) the monthly discounted charge for the service being disconnected early, times (x) the applicable Termination Liability assessment percentage.
- To start receiving a discount for a SHNS ring, the customer must send a access service request to the Company that has:
 - The identifier of the particular SHNS ring
 - The applicable discount option clearly noted in the comment section of the access service request, and
 - Whether the term will be 36 or 60 months.
- Discounts will begin to apply on the effective date of the request or the expiration date of the ring's Fixed Rate Plan, whichever is the latter of the two.
- Upon the effective date of renewal, the rates for a SHNS Fixed Period Rate Plan will not increase for the term of the renewal.

(S-y)
(T-x)
(S-y)

(S-y)

(T-x)

(T-x)
(S-y)

(S-y)

(D-x)

(y) Reissued matter filed under Transmittal No. 160 scheduled to become effective May 24, 2003.

(x) Issued under the authority of Special Permission No. 03-053.

(Filed under Transmittal No. 161.)

Issued: May 22, 2003

Effective: May 24, 2003

24. CONTRACT TARIFFS

24.2 CONTRACTS (Cont'd)

CASE NO. 03-003 (N)

ORIGINAL CONTRACT NO. MIN-940830-0004

DESCRIPTON: Synchronous Service Transport (SST) with Self-Healing Alternate Route Protection (SHARP) Contract

CONTRACT AVAILABILITY: From June 12, 2003 through July 12, 2003

CONTRACT EFFECTIVE DATE: June 12, 2003

CONTRACT EXPIRATION DATE: Thirty-six Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

A. This Contract Tariff provides an incentive for Private Line SST with SHARP, as specified in other sections of this Tariff,

B. SST with SHARP Fixed Period Rate

For the SST with SHARP Fixed Period Rate Plan covered under this Contract Tariff, the following terms and conditions apply:

- SST with SHARP is available on a 36-Month Fixed Period Rate Plan. This incentive plan will discount the SST and SHARP 36-month term rates that are in effect on the day service is made available by 20%.
- Termination Liability is determined based on the value of the Fixed Period Rate Plan remaining at the time of termination. The termination charge is 70% of the total monthly charges for the remaining portion of the term, unless the customer chooses to discontinue pricing plan service prior to completion of the minimum service period of 12 months. In which case, the remaining number of months in the minimum service period will be billed at 100%. (N)

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-003 (Cont'd)

C. To qualify for this Plan, the customer must install two OC48 (2.488 Gbps) SST, point-to-point circuits with SHARP. The order(s) to install service:

- Must be received by the Company on the same day, at the same time
- Must have the same requested due date
- Orders must be completed within 120 days of signed contract unless delayed due to Company reasons

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACTS (Cont'd)

CASE NO. 03-004

ORIGINAL CONTRACT NO. 85551

DESCRIPTION: Private Line Contract

CONTRACT
AVAILABILITY: From October 1, 2003 through October 31, 2003

CONTRACT
EFFECTIVE DATE: October 1, 2003

CONTRACT
EXPIRATION DATE: October 1, 2004

AVAILABLE MSAS: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until October 1, 2004. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-004 (Cont'd)

(N)

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-004

D. Annual Incentive and Circuit Requirements (Cont'd)

4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$35,500,000.00. The Minimum Contributory Charge of \$30,681,439.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$4,818,561.00. Using the information provided in 7., following, the associated incentive percentage for this example is 15%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, and the Annual Incentive equals \$722,784.00.

$$(\$35,500,000 - \$30,681,439.00) \times 15\% = \$722,784.00$$

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACTS

CASE NO. 03-004

D. Annual Incentive and Circuit Requirements (Cont'd)

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	4,500	6,000
DS3	70	100

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$30,681,439.00	\$40,499,500.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$30,681,439.00 - \$33,135,954.00	10%
33,135,954.00 - 35,590,469.00	15%
35,590,469.00 - 38,044,985.00	20%
38,044,985.00 - 40,499,500.00	25%

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 03-005

(N)

DESCRIPTON.: Incentive Offering for DDS, DS1, DS3, SST or SHNS Service

CONTRACT AVAILABILITY: Effective from November 15, 2003 through February 13, 2004

CONTRACT TERM: 36- or 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23, preceding

This contract tariff provides an incentive for customers of competitors to subscribe to the Company's DDS, DS1, DS3, SST or SHNS Service offered in Sections 7, 15 and 17 of this Tariff. Following is a list of requirements and restrictions that must be adhered to by prospective customers for eligibility:

- The service addresses must be identical to the addresses of the service provided by the competitor
- Must present documentation demonstrating that current service is being provided by a competitor. Examples of documentation are as follows:
 - Invoices
 - Design Layout Report
 - Coordinated orders to move the service
- Must subscribe to 36- or 60-Month Term Plans for DDS, DS1, DS3, SST or SHNS Service
- Not available as month-to-month service or Qwest Private Line Regional Commitment Plan (RCP)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 03-005 (Cont'd)

(N)

The following incentives will be offered to customers who meet the aforementioned criteria for eligibility:

- Customers subscribing to a 36-Month Term Plan for DDS, DS1, DS3, SST or SHNS Service will receive:
 - A waiver of nonrecurring charges on all DDS, DS1, DS3 Channel Terminations and Transport Channels, excluding special construction
 - Two month credit on all DDS, DS1, DS3 Channel Terminations and Transport Channels; SST all Nodes and Transport Channels or SHNS Hub Nodes and/or Access Nodes and Interoffice Transport, excluding surcharges and applicable taxes
- Customers subscribing to a 60-Month Term Plan for DDS, DS1, DS3, SST or SHNS Service will receive:
 - A waiver of nonrecurring charges on all DDS, DS1, DS3 Channel Terminations and Transport Channels, excluding special construction
 - Three month credit on all DDS, DS1, DS3 Channel Terminations and Transport Channels; SST all Nodes and Transport Channels or SHNS Hub Nodes and/or Access Nodes and Interoffice Transport, excluding surcharges and applicable taxes

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 03-005 (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) will apply, as specified in previous sections of this tariff for the respective products offered in this contract. In addition to the TLA, the customer will be responsible for reimbursing the Company for any incentives received.

Orders for DDS, DS1, DS3, SST or SHNS Service must be received from November 15, 2003 through February 13, 2004. Customer requested due dates for DDS or DS1 order(s) must be within 60 days of receiving customer authorization for the order(s), and customer requested due dates for DS3, SST or SHNS order(s) must be within 120 days of receiving customer authorization for the order(s).

(S-y)

(S-y)

(N-x-y)

(S-y)

(S-y)

(N-x-y)

(N-x-y)

(x) Issued under the authority of Special Permission No. 03-098.

(y) Reissued matter filed under Transmittal No. 175, to become effective November 11, 2003.

(Filed under Transmittal No. 177.)

Issued: November 6, 2003

Effective: November 11, 2003

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-001

(N)

DESCRIPTION: Contract for DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from March 31, 2004 through April 30, 2004

CONTRACT TERM: 60-Months

This contract tariff is for a combination of new DS1 and DS3 Services purchased on a 60-month Pricing Plan. All rate elements for the DS1 and DS3 Services will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17, preceding, and all nonrecurring charges will be waived. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this DS1 Contract Offer:

- Service must be located at a Federal Military Installation
- Service must be in any of the following Colorado Springs, Colorado Wire Centers: Colorado Springs, East CLSPCOEA, Colorado Springs CLSPCOMA and Stratmoor CLSPCOSM
- Service must be comprised of a minimum of 21 DS1s and 1 DS3

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. 04-002

(N)

DESCRIPTION: Contract for Synchronous Service Transport (SST)
Bandwidth Capacity of 2.488 Gbps OC48

CONTRACT AVAILABILITY: Effective from April 10, 2004 through
June 10, 2004

CONTRACT
EFFECTIVE DATE: April 10, 2004

CONTRACT
EXPIRATION DATE: Sixty Months from the date the service is made
available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Synchronous Service Transport (SST) Bandwidth Capacity of 2.488 Gbps OC48 purchased on a 60-month Pricing Plan. Each SST OC48 purchased under this contract will be discounted 22% from the total 60 month OC48 rates, based on all rate elements in effect at the time the customer's service is activated. However for billing purposes, the 22% discount will not be applied to all of the rate elements. Rather, each OC48 Node element will be discounted proportionally to achieve the 22% total discount on the OC48 system. For example: if the 22% total system discount equates to \$1,000 for a four Node system, each of the four nodes will receive a discount of \$250 off the monthly recurring charge in effect at the time service turns up. All other rate elements, including any initially or subsequently ordered, will be billed at the current monthly rate(s) as set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The nonrecurring charge on ports will be waived for all ports ordered before the last day of the first full month following the initial activation of the associated OC48. All other nonrecurring charges will apply.

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. 04-004

(N)

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) Ring Bandwidth Capacity of 622.08 Mbps (OC12) with a Connecting Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel

CONTRACT AVAILABILITY: Effective from May 29, 2004 through June 29, 2004

CONTRACT
EFFECTIVE DATE: May 29, 2004

CONTRACT
EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for a Self-Healing Network Service (SHNS) Ring Bandwidth Capacity of 622.08 Mbps (OC12) purchased on a 60-month Pricing Plan at the prices set forth, below. The Self-Healing Network Service (SHNS) Ring Bandwidth Capacity of 622.08 Mbps (OC12) with a connecting Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel purchased on a 6-month minimum term at prices set forth, below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rates following. All other rate elements, including any initially or subsequently ordered, will be billed at the current monthly rate(s) as set forth in Section 17, preceding.

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

- The SHNS Service must connect to a Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel at the Bloomington, MN wire center (BLTNMNC)
- The Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel must be installed at the same time the SHNS Ring is installed
- The Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel must be ordered on a 6-month MSP which maybe terminated at the end of the 6-month MSP without TLA

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-004 (CONT'D)

The customer may move or add to the SHNS Service where facilities exist at the current recurring and nonrecurring charges. There may be occasions when SHNS is not available due to facilities limitations, or when it may be necessary to construct facilities. If Special Construction is involved, the regulations as set forth in Tariff F.C.C. No. 2 apply.

The following rate structure applies to the initial connection of this SHNS Contract Offer:

- The nonrecurring charge for the initial installation of the SHNS and connecting SST will be \$165,301.00

SHNS SERVICE ELEMENTS	MONTHLY RATE	QUANTITY	TOTAL MONTHLY RATE
• Access Nodes,	\$1,762.20	3	\$5,286.60
• Hub Nodes	2,710.00	1	2,710.00
• DS3 Access Ports	215.00	10	2,150.00
• OC3 Access Ports	480.00	3	1,440.00
• DS3 Hub Ports	230.00	5	1,150.00
• Transport Mileage	82.80	28	2,318.40
• COCC	10.00	5	50.00
• SRC	300.00	1	300.00

SST SERVICE ELEMENTS	QUANTITY	MONTHLY RATE
• Circuit,	1	\$5,000.00
- Additional Synchronous Service Transport (SST) 622.08 Mbps (OC12) Channel Service Elements may be added at the rates set forth in Section 17, preceding, so long as such additions are coterminous with the existing SST Circuit.		

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-003

DESCRIPTION: Contract for all Synchronous Service Transport (SST) Ports and all Self-Healing Network Service (SHNS) Ports

CONTRACT AVAILABILITY: Effective from May 29, 2004 through August 31, 2004

CONTRACT
EFFECTIVE DATE: May 29, 2004

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for all Synchronous Service Transport (SST) Ports and all Self-Healing Network Service (SHNS) Ports. This offer waives the nonrecurring charge for all Synchronous Service Transport (SST) Ports and all Self-Healing Network Service (SHNS) Ports when installed or ordered prior to August 31, 2004 with order completion within 90 days of the order application date. When order completion is delayed due to Company reasons, the order completion date will be extended.

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-005

(N)

DESCRIPTION: Contract for DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from May 27, 2004 through June 27, 2004

CONTRACT
EFFECTIVE DATE: May 27, 2004

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 60-month Pricing Plan Rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this DS1, DS3, SST and/or SHNS Contract Offer:

- The customer must commit to purchasing at least \$10,600,000 of Contributory Services over 36-months. Contributory Services include SHNS, SST, SHARP (Self-Healing Alternate Routing Protection), SRS (SONET Ring Service), DS3, DS1, DDS (Digital Data Service), DSS (Digital Switched Service), Low Speed Data, VG36, VG32, Scan Alert, Analog Trunks, DPA (Different Premise Address), Selective Screening, ISDN Basic Rate Service, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail and Measured Business Lines.
- No more than 60% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$10,600,000 commitment within the first 36-months:
 - The customer may renew the Initial Term on a month-to-month basis until either the Company or the customer provides the other party with no less than 60 days written notice of termination. Once termination is declared the customer may have up to 12 months to transition off the services or

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-005

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$10,600,000 commitment within the first 36-months (Cont'd):

- See Amendment One, following, for the terms and conditions for the Second term of this contract:

(C)
(C)

- If at the end of the 36-month term the customer has not met the \$10,600,000 commitment then:

- The customer may pay the interstate shortfall and have up to 12 months to transition off the services or

- The customer may elect to extend the contract 1 year, contributing that year's revenue toward the interstate shortfall. If the \$10,600,000 commitment has not been met by the end of the 4th year the customer will be responsible for the interstate shortfall and may have up to 12 months to transition off the services.

- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-005

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from November 1, 2006 through
December 1, 2006.

AMENDMENT

EFFECTIVE DATE: November 1, 2006

This Contract Tariff Amendment officially establishes a second term commencing on November 1, 2006 at the same interstate rates as the initial term agreement. This second term will expire on June 6, 2011 under the following terms and conditions:

- The customer must agree to a new Revenue Commitment for the second term of \$6,000,000
- In the event, the \$6,000,000 Revenue Commitment has not been met by June 6, 2011, the customer must pay the shortfall at that time and will have up to twelve months from the end of the second term to transition the services.
- Upon the expiration of the second term and the \$6,000,000 Revenue Commitment has been met this contract will continue on a month-to-month basis until the customer or the Company provides no less than sixty days written notice of termination.
- If this second term is terminated or all service under this contract is disconnected prior to June 6, 2011 and the \$6,000,000 Revenue Commitment has not been met, then the shortfall must be paid no later than 30 days after the customer receives the invoice. The formula established to calculate the shortfall for the initial term will be used to calculate the shortfall of the second term as set forth above.

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

- The customer must have met the initial term Revenue Commitment of \$10,600,000 on or before November 1, 2006.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-006

(N)

DESCRIPTION: Contract for Two GeoMax Circuits

CONTRACT AVAILABILITY: Effective from May 27, 2004 through June 27, 2004

CONTRACT
EFFECTIVE DATE: May 27, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for a two GeoMax circuits purchased on a 36-month Pricing Plan. All rate elements for the GeoMax Services will be available at 25% less than the 36-month term plan rates set forth in Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

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

- Service must be in any of the following Washington State MSA Wire Centers: Seattle – East, STTLWA03; Renton, RNTNWA01; Bellevue, BLLVWAGL; and Issaquah, ISQHWAEX.
- Service must be a renewal of an existing 36-month term plan
- Service must be comprised of a two node configuration

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. 04-007

(N)

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) with an OC12 Bandwidth

CONTRACT AVAILABILITY: Effective from May 27, 2004 through June 27, 2004

CONTRACT EFFECTIVE DATE: May 27, 2004

CONTRACT EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II Wire Centers; as defined in Section 23

This contract tariff is for a Self-Healing Network Service (SHNS) with an OC12 Bandwidth purchased on a 60-month Pricing Plan. All rate elements for the SHNS will be available at 25% less than the 60-month term plan rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

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

- Service must be in any of the following Minnesota State MSA Wire Centers: Eagan, MN, EAGNMNLB; Minneapolis, MPLSMNDT; and St. Paul, STPLMNMK.
- The customer's total monthly charges for Company Private Line and Switched Services ordered out of this tariff must be equal to or greater than \$75,000 at the effective date of this contract

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)

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CASE No. 04-008

(N)

DESCRIPTON.: SST Pricing Plan Renewal

CONTRACT AVAILABILITY: Effective from June 11, 2004 through December 31, 2004

CONTRACT
EFFECTIVE DATE: June 11, 2004

CONTRACT
EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23, preceding

A. This Contract Tariff provides a renewal incentive for Synchronous Service Transport (SST) Service, as specified in Section 7, preceding.

B. To qualify for this Plan, the customer must have generated a minimum annual SST revenue of \$18,000,000.00, based on the current month billing (the last bill the customer receives before a renewal is requested).

(N)

24. CONTRACT TARIFFS

24.2 CASE NO. 04-008 (CONT'D)

C. SST Fixed Period Rate Plans are eligible to receive the following discount application:

- SST Fixed Period Rate Plans that have expired before this Contract's Effective Date may be renewed for an additional 36- or 60-month term.
- SST Fixed Period Rate Plans that expire after the Effective Date and before this Contract Tariff expires (December 31, 2004), may be renewed to either a 36- or 60-month term contract once the original SST Fixed Period Rate Plan expires.
- Minimum Service Periods will not apply to SST Fixed Period Rate Plans renewed under this Contract Tariff.

For all SST Fixed Period Rate Plans covered under this Contract Tariff, the following terms and conditions apply:

- Renewal discounts, as specified following, for 36- and 60-month SST Fixed Period Rate Plans, will be available to the customer.
- Based upon the discount percent the customer selects, a corresponding Termination Liability will be assessed on SST Fixed Period Rate Plans that terminate prior to the SST Fixed Period Rate Plan's term. The following schedule will be used in determining the corresponding discount and Termination Liability percentages:

DISCOUNT OFF CURRENT TARIFFED SST FIXED PERIOD RATE PLAN RATES	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
0%	0%
10%	20%
20%	40%

24. CONTRACT TARIFFS

24.2 CASE NO. 04-008

C. SST Fixed Period Rate Plans are eligible to receive the following discount application: (Cont'd)

- Termination Liability 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 in the existing Fixed Period Rate Plan, times (x) the monthly discounted charge for the service being disconnected early, times (x) the applicable Termination Liability assessment percentage.
- To start receiving a discount for SST, the customer must send an access service request to the Company that has:
 - The identifier of the particular SST
 - The applicable discount option clearly noted in the comment section of the access service request, and
 - Whether the term will be 36 or 60 months.
- Discounts will begin to apply on the effective date of the request or the expiration date of the SST's Fixed Rate Plan, whichever is the latter of the two.
- Upon the effective date of renewal, the rates for a SST Fixed Period Rate Plan will not change for the term of the renewal.

(N)

(N)

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-009

(N)

DESCRIPTION: Contract for DS1

CONTRACT AVAILABILITY: Effective from July 10, 2004 through
August 10, 2004

CONTRACT TERM: 60-Months

This contract tariff is for DS1 Services purchased on a 60-month Pricing Plan. All rate elements for the DS1 Services will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this DS1 Contract Offer:

- Service must be located at a Federal Military Installation
- Service must be in the following Aurora, Colorado Wire Center: Aurora AURRCOMA
- Service must be comprised of a minimum of 17 DS1s

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. 04-010

(N)

DESCRIPTION: Contract for System Discounts per DS3 CO Ports and per OC3 CO Ports working in conjunction with Eligible Synchronous Service Transport (SST) Systems

CONTRACT AVAILABILITY: Effective from July 10, 2004 through August 10, 2004

CONTRACT EFFECTIVE DATE: July 10, 2004

CONTRACT EXPIRATION DATE: Sixty Months from the date the service is made available to the customer

AVAILABLE MSAS: Phase I and Phase II Wire Centers located in the MSAs of Salt Lake City, Utah; Tucson, Arizona; Albuquerque, New Mexico; and Colorado Springs, Colorado; as defined in Section 23

This contract tariff is for a system discount per DS3 CO Port and per OC3 CO Port working in conjunction with eligible Synchronous Service Transport (SST) Systems at discounts set forth, below. The discount rate for one OC3 CO Port will be equivalent to 3-DS3 CO Ports.

The discount in this contract tariff is for each CO DS3 Port or CO OC3 Port (i.e., an OC3 Port will be treated like 3-DS3 Ports for the discount). Only CO Ports on one side of the circuit are eligible for the discount (Remote Ports are not eligible for discount).

The availability of a new SST System contemplates the use of existing facilities. There may be occasions when SST is not available due to facilities limitations, or when it may be necessary to construct facilities. If Special Construction is involved, the regulations as set forth in Tariff F.C.C. No. 2 apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-010 (Cont'd)

The customer must have at a minimum the following SST Systems as specified in the respective MSAs listed below:

(N)

SALT LAKE CITY MSA	ALBUQUERQUE MSA	TUCSON MSA	COLORADO SPRINGS MSA
<ul style="list-style-type: none"> • 1-OC12 System • 2-OC24 Systems • 1-OC48 System • 1-OC192 System 	<ul style="list-style-type: none"> • 1-OC24 System • 1-OC48 System 	<ul style="list-style-type: none"> • 6-OC12 Systems • 2-OC24 Systems 	<ul style="list-style-type: none"> • 2-OC48 Systems

The customer will receive the discounts as set forth below:

- In the Salt Lake City, Utah, MSA, the customer is required to sign up for a new 60-month term plan for their existing OC12 System and OC192 System to be eligible for this discount offer. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan. Ports for the remaining OC24 and OC48 Systems are eligible for the discount under this offer through the end of their existing term and may be moved to the OC192 System as the original term plans expire on the existing OC24 and OC48 Systems.

SYSTEM SIZE	<u>SALT LAKE CITY</u> MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	MONTHLY DISCOUNT PER DS3 PORT
• OC12 System, with a minimum of 39 Transport Channel Miles	12	\$405.13
• OC24 System	24	117.79
• OC48 System	48	117.79
• OC192 System	192	117.79

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-010

The customer will receive the discounts as set forth below (Cont'd):

- In the Tucson, Arizona, MSA, the customer is required to sign up for a new 60-month term plan for their existing 4-OC12 Systems to be eligible for this discount offer. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan. Ports from the remaining OC12 and OC24 Systems in the Tucson, Arizona, MSA are eligible for the discount under this offer through the end of their existing term. However, to remain eligible for the discount, as the customer disconnects the existing OC12 and OC 24 Systems during the term of this contract tariff, to replace the capacity it had on those systems, the customers must also install either another new OC48 System or 2 new OC12 Systems for a total of either 1-OC48 System and 4-OC12s or 6-OC12 Systems with 60-month term plans. Those OC48 or OC12 Systems will remain eligible for the discount through the expiration of their 60-month term plans.

SYSTEM SIZE	<u>TUCSON</u>	MONTHLY DISCOUNT PER DS3 PORT
	MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	
• OC12 System	12	\$105.00
• OC24 System	24	105.00
• OC48 System	48	58.54

- In the Albuquerque, New Mexico, MSA, the customer is required to sign up for a new 60-month term plan for a new OC48 System to replace the existing OC24 System. The customer must also install one new OC48 System in Albuquerque during the term of this contract that will replace the existing OC48 System at the end of the OC48 System term plan. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan.

SYSTEM SIZE	<u>ALBUQUERQUE</u>	MONTHLY DISCOUNT PER DS3 PORT
	MAXIMUM NUMBER OF DS3 CO PORTS ELIGIBLE FOR THE DISCOUNT PER SST SYSTEM	
• OC48 System	48	\$58.54

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-010

The customer will receive the discounts as set forth below (Cont'd):

- In the Colorado Springs, Colorado, MSA, the customer is required to sign up for a new 60-month term plan for the 2-OC48 Systems in the Colorado Springs MSA at the beginning of this contract tariff offer. The rates and charges for the new 60-month term before the port discount is applied will be the 60-month term rates, as set forth in Sections 7 and 17, preceding, excepting the port charges which are only available on a month-to-month plan.

SYSTEM SIZE	<u>COLORADO SPRINGS</u>	
	MAXIMUM NUMBER OF DS3 CO PORTS	MONTHLY
	ELIGIBLE FOR THE DISCOUNT PER	DISCOUNT
	SST SYSTEM	PER DS3 PORT
• OC48 System	48	\$42.28

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. 04-011

(N)

DESCRIPTION: Contract for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT
EFFECTIVE DATE: July 31, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 36-month Pricing Plan Rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any shortfall charge or Termination Liability, so long as the Revenue Commitment set forth below, is met and any associated nonrecurring revenue charges disclosed to the customer in advance are paid.

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer:

- The customer must commit to purchasing at least \$66,000,000 of Contributory Services over 36-months. Contributory Services include Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS), Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, GeoMax Service, Frame Relay Service (FRS), LAN Switching Service and ATM.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer(Cont'd):

- No more than 50% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff. This Contract will replace and supercede all existing and prior agreements for services between the customer and the Company. The customer shall not incur any Termination Liability, shortfall or cancellation penalties under any existing agreements that are replaced or superceded by this Contract. In addition any existing services that have a minimum service period and are services that will move under this Contract, shall be able to count time in service toward the satisfaction of the applicable minimum service period under this Contract.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$66,000,000 commitment within the first 36-months:
 - The customer must notify the Company in writing of their intent to renew this Contract
 - The Contract may be automatically extended on the same terms and conditions, but excluding the revenue commitment, for a period of six months from the end of the thirty-six month period when the customer and the Company are involved in good faith negotiations
- If at the end of the 36-month term the customer has not met the \$66,000,000 commitment then:

If the customer fails to meet the revenue commitment, the Company at its sole option, may assess a shortfall charge, provided that the shortfall charge has not been waived or reduced in an amount equal to the difference between the revenue commitment and the actual amounts billed and paid for during the thirty-six month period

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete(Cont'd):

- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from March 1, 2006 through
March 31, 2006.

(C)
|
(C)

AMENDMENT

EFFECTIVE DATE: March 1, 2006

(C)

This Contract Tariff Amendment is for two new GeoMax Systems purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Rates for the two GeoMax Systems:	Monthly Recurring Rates	Nonrecurring Rates
• GeoMax System One:	\$12,811.00	\$4,000.00
• GeoMax System Two:	<u>17,598.50</u>	<u>4,500.00</u>
• Systems Total	30,409.50	8,500.00

(C)
|
(C)

The Minimum Service Period (MSP) for this service is 26 months. Therefore if the customer terminates service or any component thereof prior to the end of the 26 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate , multiplied times the number of month remaining in the MSP.

(Filed under Transmittal No. 271.)

Issued: February 28, 2006

Effective: March 1, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011
1ST AMENDMENT TO THIS CONTRACT TARIFF(Cont'd)

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Minneapolis, Minnesota MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

(M)

(M)

(M) Certain material on this page formerly appeared on Page 34.

(M) Certain material previously found on the page can now be found on Page 34.2.

(Filed under Transmittal No. 271.)

Issued: February 28, 2006

Effective: March 1, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

2ND AMENDMENT TO THIS CONTRACT TARIFF

(M)

AMENDMENT

EFFECTIVE DATE: June 11, 2005

AMENDMENT

AVAILABILITY: Effective from February 17, 2006 through
March 18, 2006.

This Contract Tariff Amendment is for one new GeoMax System purchased under the original contract tariff. The Amendment provides for a 36-month Term Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

A subsequent amendment to this GeoMax System adds an OC48 unprotected Port and a NAC both purchased co-terminus with the 36-month contract in progress.

Rates for the one GeoMax System:

- Monthly Recurring Rates \$44,776.34 (I)
- Nonrecurring Charge 9,250.00 (I)
- Special Construction Charges 30,065.00

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Minneapolis, Minnesota MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

(M)

(M) Certain material on this page formerly appeared on Page 34.1.

(Filed under Transmittal No. 271.)

Issued: February 28, 2006

Effective: March 1, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

3RD AMENDMENT TO THIS CONTRACT TARIFF

(N)

AMENDMENT
EFFECTIVE DATE: July 7, 2006

AMENDMENT
AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

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

Discounted rates for the two GeoMax Systems:

- Monthly Recurring Rates \$64,035.22

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Des Moines, Iowa MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

4TH AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

EFFECTIVE DATE: August 23, 2006

AMENDMENT

AVAILABILITY: Effective from August 23, 2006, through September 23, 2006.

This Contract Tariff Amendment is for one additional GeoMax System and two additional OC-12 ports purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted rates for the GeoMax Systems:

- Monthly Recurring Rates \$74,934.22

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment.

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

5TH AMENDMENT TO THIS CONTRACT TARIFF

(N)

AMENDMENT

EFFECTIVE DATE: November 20, 2006

AMENDMENT

AVAILABILITY: Effective from November 18, 2006, through December 18, 2006.

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

Discounted rates for the GeoMax Systems:

- Monthly Recurring Rates \$89,410.22

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Des Moines, Iowa MSA

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-012

(N)

DESCRIPTION: Contract for one DS3 and 37 - DS1Circuits

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT
EFFECTIVE DATE: July 31, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Minneapolis-St. Paul MSA, Phase I and Phase II, as defined in Section 23

This contract tariff is for one DS3 and 37-DS1 circuits purchased under a 60-month term plan at the 60-month Pricing Plan Rates. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date. The nonrecurring charges will be waived when eligibility is met.

The following eligibility criteria must be met in order to receive this DS3 and DS1 Contract Offer:

- Service must be located in the Minneapolis-St. Paul MSA
- Service must be comprised of 37-DS1s and 1-DS3

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. 04-013

(N)

DESCRIPTION:	Contract for one OC3 Synchronous Service Transport (SST) Circuit
CONTRACT AVAILABILITY:	Effective from July 31, 2004 through August 31, 2004
CONTRACT EFFECTIVE DATE:	July 31, 2004
CONTRACT EXPIRATION DATE:	60-Months
AVAILABLE MSAS:	Salt Lake City, Utah MSA, Phase I and Phase II, as defined in Section 23

This contract tariff is for the renewal of one OC3 Synchronous Service Transport (SST) Circuit purchased on a 60-month Pricing Plan. All recurring rate elements for the OC3 Service will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this OC3 Contract Offer:

- Service must be in the following Salt Lake City, Utah Wire Centers: Salt Lake City Main, SLKCUTMA and Salt Lake City West, SLKCUTWE.
- Service must be comprised of one existing OC3 Synchronous Service Transport (SST) Circuit in place, ready for contract renewal without any changes

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. 04-014

(N)

DESCRIPTION: Contract for Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) or Self-Healing Alternate Route Protection (SHARP) Services

CONTRACT AVAILABILITY: Effective from August 26, 2004 through September 26, 2004

CONTRACT
EFFECTIVE DATE: August 26, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) or Self-Healing Alternate Route Protection (SHARP) Services purchased under a 36-month term plan at the 60-month Pricing Plan Rates in effect on August 26, 2004. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any Termination Liability, so long as the Revenue Commitment set forth below, is met.

The following eligibility criteria must be met in order to receive this Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) or Self-Healing Alternate Route Protection (SHARP) Services Contract Offer:

- The customer must achieve an Annual Revenue Commitment of \$9,500,000 from Contributory Services. Contributory Services include Digital Data Service (DDS), DS1, DS3, Self-Healing Network Service (SHNS) Self-Healing Alternate Route Protection (SHARP) Services, Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, Frame Relay Service (FRS), LAN Switching Service and ATM.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-014 (CONT'D)

(N)

Annual Review and Shortfall Terms and Conditions:

- Contributory charges shall be measured at the end of each Annual Period
- If the customer fails to meet the Revenue Commitment during any Annual Period over the 3 year period, the Company may assess a shortfall charge equal to 50% of the difference between the Revenue Commitment of \$9,500,000 and the contributory charges paid the applicable Annual Period

Upon completion of the initial 36-months of this contract, a month-to-month extension at the discounted rates will only be allowed for the remainder of a minimum service period for a particular service. All other services shall be continued on a month-to-month basis at the then current month-to-month rates.

Terms and Conditions for Early Termination of this Contract “without cause”:

- The customer must give 30 day written notification to the Company
- The customer will be responsible for paying any outstanding nonrecurring charges and/or installations charges and/or Special Construction Charges.
- The customer will be responsible for paying the remainder of the minimum service period on any service that is terminated prior to the completion of the associated minimum service period.
- The customer shall pay 50% of the Revenue Commitment for each remaining Annual Period, or fraction thereof, in the initial 36-months

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015

DESCRIPTION: Contract for one GeoMax System and two Self-Healing Network Service (SHNS) Systems

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005 (C)
(C)

CONTRACT
EFFECTIVE DATE: August 28, 2004

CONTRACT
EXPIRATION DATE: 72-Months (C)

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for one GeoMax System and two Self-Healing Network Service (SHNS) Systems purchased under a 72-month term plan at the 36-month Pricing Plan Rates in effect on August 28, 2004. A 42% discount will be applied to the 36-months rates for GeoMax and a 33% discount will be applied to the 36-months rates for SHNS, nonrecurring charges will not receive the discount. Monthly rates for the entire 72-months will be frozen from Company-initiated rate changes, at the rates in effect as of August 28, 2004. (C)
(C)

For any new Nodes and/or Ports added after August 28, 2009, the customer will be billed as follows: 2.5 times the normal rates being paid in this contract (Example: (tariff rate – (tariff rate x 42%)) x 2.5 = rate for the new circuit added after August 28, 2009). In the event the customer should choose to sign a new 3 year term on circuits ordered after August 28, 2009, the customer shall pay the rate outlined in the contract (42% discount from the 36-month rates in effect on the date of the new contract). (N)
|
(N)

Exception: SHNS Port rate elements are billed on a monthly basis and not available under a rate plan. As a result, a 33% discount will be applied to the recurring port rates in effect at the time the port is ordered nonrecurring charges will not receive the discount.

(M) Certain material previously on this page can now be found on Page 24-40.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015 (CONT'D)

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

- Service must be in the following Washington State MSA Wire Centers: Seattle – Main, STTLWA06; Bellevue - Sherwood, BLLVWASH; Bellevue - Glencourt, BLLVWAGL, Seattle – Cherry, STTLWACH and Seattle – Elliott, STTLWAEL. (C) (C)
- Must be the renewal of an existing GeoMax and an existing SHNS Systems and one new SHNS System
- GeoMax System configuration must consist of 5 Premise Nodes, 1 Central Office Node and 6 additional selves (C)

Terms and Conditions for Renewal:

- Moves or additions to the systems contemplate the use of existing facilities. There may be occasions when SHNS or GeoMax are not available due to facilities limitations. If Special Construction is necessary, the regulations as set forth in Tariff F.C.C. No. 2 apply. (M)
- On or before the expiration of the initial 72-month term or August 28, 2010, the customer may extend this contract for an additional 12-month period. A 45% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 36% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing. (C)
- The customer may extend this contract for a second additional 12-month period. A 47% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 38% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing.

(M) Certain material on this page formerly appeared on Page 24-39.

(M) Certain material previously found on this page can now be found on Page 24-40.1.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015

Terms and Conditions for Renewal:(Cont'd)

- The customer may extend this contract for a third additional 12-month period. A 52% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 43% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing. (M)
- Exception: SHNS Port rate elements will be discounted at the same percent as the SHNS System per 12 month extension period and the discount will be applied to the recurring port rates in effect at the time the port is ordered.
- At the end of the third extension, the recurring rates will revert to the current month-to-month rates or the customer may subscribe to a new contract agreement at the current rates. (M)

Termination Liability for circuits and nodes in existence prior to November 24, 2005 and terminated prior to August 28, 2010 shall apply as follows: 100% of the monthly recurring charges shall apply in year one, 70% in years two and three and 0% in years four and five. Termination Liability for circuits and nodes that are installed on or after November 24, 2005 and terminate prior to August 28, 2010 shall apply as follows: 100% of the monthly recurring charges shall apply in year one, 70% in years two and three and 30% in years four and five. (C-M)

(M) Certain material on this page formerly appeared on Page 24-40.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-016

(N)

DESCRIPTION: Contract for DS3, Synchronous Service Transport (SST), GeoMax and Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from September 1, 2004 through December 1, 2004

CONTRACT
EFFECTIVE DATE: September 1, 2004

CONTRACT
EXPIRATION DATE: Expiration Date of Fixed Period Service Rate Plan(s)

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new or renewal DS3, Synchronous Service Transport (SST), GeoMax and Self-Healing Network Service (SHNS) Fixed Period Service Rate Plan with firm order requests received by the Company and not yet installed as of August 30, 2004. Monthly rates for the entire Fixed Period Service Rate Plan will be frozen from Company-initiated rate changes, at the rates in effect as of August 30, 2004.

Exception: SST Port and SHNS Port rate elements are billed on a monthly basis and not available under a Fixed Period Service Rate Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed.

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

- Customers must be either ordering a new service or renewing an existing service under a Fixed Period Service Rate Plan.
- Acknowledgement Forms or Access Service Request (ASR) for DS3, Synchronous Service Transport (SST), GeoMax and Self-Healing Network Service (SHNS) must have been received between April 1, 2004 up to and including August 30, 2004
- Customers pending installation dates must be scheduled for completion by no later than January 31, 2005. When order completion is delayed due to Company reasons, the order completion date will be extended.

(N)

(Filed under Transmittal No. 209.)

Issued: August 31, 2004

Effective: September 1, 2004

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-017

(N)

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48

CONTRACT AVAILABILITY: Effective from September 3, 2004 through November 3, 2004

CONTRACT EFFECTIVE DATE: September 3, 2004

CONTRACT EXPIRATION DATE: Expiration Date of Fixed Period Service Rate Plan(s)

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new Self-Healing Network Service (SHNS) OC48 36-month or 60-month Fixed Period Service Rate Plans. A SHNS OC48 may be purchased under a 36-month Fixed Period Service Rate Plan at the 60-month Fixed Period Service Rate Plan rates and a 60-month Fixed Period Service Rate Plan at a 10% discount, nonrecurring charges will not be discounted. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Exceptions:

- SHNS Port rate elements are billed on a monthly basis and not available under a Fixed Period Service Rate Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed.
- SHNS Interoffice Transport will be billed at the following rates:
 - 36-month Fixed Period Service Rate Plan \$120.00 per mile
 - 60-month Fixed Period Service Rate Plan 108.00 per mile

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-018

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC3 and GeoMax Service

CONTRACT AVAILABILITY: Effective from September 22, 2004 through October 22, 2004

CONTRACT
EFFECTIVE DATE: September 22, 2004

CONTRACT
EXPIRATION DATE: 60-Months from date Service is Activated

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC3 and one GeoMax Service purchased under a 60-month term plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Total Rates for both the SHNS OC3 and GeoMax:

- Monthly Recurring Rates \$44,534.40 (R)
- Nonrecurring Rates 5,000.00

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

- SHNS OC3 must consist of 4 Nodes and 38 miles maximum
- GeoMax System must consist of 4 Nodes and 17 miles maximum

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Sections 7 and 15, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-019

(N)

DESCRIPTION: Contract to extend Self-Healing Network Service
(SHNS) OC48

CONTRACT AVAILABILITY: Effective from September 22, 2004 through
October 22, 2004

CONTRACT
EFFECTIVE DATE: September 22, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is to extend a Self-Healing Network Service (SHNS) OC48 for an additional 60-months. Nodes and Interoffice Transport will be discounted at 20% off the 60-month rates, all other rate elements will be billed at applicable rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

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

- Service must be in the Davenport-Moline-Rock Island, Iowa MSA
- Must be the renewal of a SHNS OC48, 60-month term plan

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-020

(N)

DESCRIPTION: Contract to extend a Self-Healing Network (SHNS) OC48

CONTRACT AVAILABILITY: Effective from September 22, 2004 through October 22, 2004

CONTRACT
EFFECTIVE DATE: September 22, 2004

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is to extend a Self-Healing Network Service (SHNS) OC48 for 12-months at rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Monthly rate for the SHNS OC48:

- Monthly Recurring Rate \$55,613.02

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

- Service must be in the following Arizona State MSA Wire Centers: Phoenix - North, PHNXAZNO; Phoenix - Main, PHNXAZMA.
- Must be the renewal of a SHNS OC48, 36-month term plan
- SHNS ring must consist of 5 Nodes, 2 Hub Nodes, 3 Access Nodes totaling 62 SHNS circuits.

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 15, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-021

(N)

DESCRIPTION: Contract for DS1 and DS3 Services as they relate to the Regional Commitment Program (RCP)

CONTRACT AVAILABILITY: Effective from October 1, 2004 through November 1, 2004

CONTRACT
EFFECTIVE DATE: October 1, 2004

CONTRACT
EXPIRATION DATE: 48-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for DS1 and DS3 Services as they relate to the Regional Commitment Program (RCP). All rate elements for the DS1 and DS3 Services will be available under the terms and conditions set forth in Section 7.1.3.C, preceding, unless otherwise addressed. A credit of \$200,000 will be applied to the first three bills of customers who meet the eligibility requirements set forth below. Termination Liability and Waiver (TLA) will be waived for existing RCP and SONET Ring Service Fixed Period Service Rate Plans which will terminate early to become a part of this contract offering.

Special pricing, as set forth below, will be applied to the DS3 Transport Mileage ordered under or converted to this new RCP Plan in the eligible MSAs.

DS3 Transport Mileage Rates:

MILEAGE BANDS	MONTHLY RATE	
	FIXED[1]	PER MILE
Over 0 to 8	\$310.00	\$49.00
Over 9 to 25	320.00	49.10
Over 26 o 50	350.00	50.00
Over 51 to 200	350.00	50.00
Over 200	350.00	53.00

- [1] The Fixed Transport Mileage has a monthly commitment level of 1,448 units. When the monthly commitment level is not reached the customer will be billed an additional shortfall charge for the difference between the Fixed Transport Mileage quantity Commitment Level, minus the actual Fixed Transport Mileage Quantity, at a rate of \$320.00 per Fixed Transport Mileage Unit.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-021 (CONT'D)

(N)

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

- Customer must convert all existing DS1 and DS3 Services currently under a SONET Ring Service (SRS) pricing plan to this new RCP Contract
- Customer must convert all existing DS1 and DS3 Services currently under a Regional Commitment Plan to this new RCP Contract
- Customer must convert a minimum of 33,943 DS1 Channel Terminations and 712 DS3 Channel Terminations from the aforementioned SRS and RCP plans combined

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-022

(N)

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC48

CONTRACT AVAILABILITY: Effective from October 13, 2004 through November 13, 2004

CONTRACT
EFFECTIVE DATE: October 13, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new Self-Healing Network Service (SHNS) OC48 purchased under a 60-month Fixed Period Service Rate Plan at the rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Port rate elements are billed on a monthly basis and not available under a Fixed Period Service Rate 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. Within the first 90 days of this contract the nonrecurring charge for ports will be waived.

Monthly rate for the SHNS OC48 (excluding ports):

- Monthly Recurring Rate \$49,062.00

The following eligibility criteria must be met in order to receive this contract offer:

- SHNS OC48 must consist of 7 nodes and 145 SHNS miles

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-022 (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) would be calculated as follows:

- (Monthly recurring rate excluding ports) multiplied by (months remaining in billing) multiplied by (termination percentage set forth below):

MONTH TERMINATED	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
1 – 12	100%
13 – 36	70%
37 – 48	50%
49 – 60	40%

Excessive Service Outages:

An Excessive Service Outage occurs when the SHNS experiences simultaneous equipment service interruptions of both the working and protection path of the network. If during any consecutive 12 month period there are more than 2 Excessive Service Outages, the customer may terminate its purchase of service under this contract without incurring termination liability charges, unless such outages are excepted as set forth in Sections 2.1.3.A., 2.2.1.B, and 2.4.4.C, preceding. Such termination shall be effective 240 calendar days following delivery of written notice to Qwest and notice of intent to terminate service must be given within 30 calendar days of the third Excessive Service Outage.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-023

(N)

DESCRIPTION: Contract for Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from October 13, 2004 through November 13, 2004

CONTRACT
EFFECTIVE DATE: October 13, 2004

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for a new Synchronous Service Transport (SST) OC3 purchased under a 12-month Fixed Period Service Rate Plan at the rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Total Rates for both the SST OC3

- Monthly Recurring Rates \$4,662.15
- Nonrecurring Rates 800.00

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

- Service must be in the following Minneapolis – St. Paul MSA Wire Centers: Lexington, EAGNMNLB and St. Paul - Market, STPLMNMK.
- Service must be provisioned over Company facilities already in place
- Service must not need Ports
- Must be an existing customer billing \$50,000 per month

The service may be terminated by the customer after the first month upon 30 days written notice without being billed Termination Liability and Waiver Charges (TLA) charges. However, the customer will be held liable for payment of applicable recurring and nonrecurring charges for service utilized through the date the service is terminated.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-024

(N)

DESCRIPTION: Contract for GeoMax Service and Synchronous Service Transport (SST) OC48 and OC12 Systems

CONTRACT AVAILABILITY: Effective from October 13, 2004 through November 13, 2004

CONTRACT
EFFECTIVE DATE: October 13, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for new GeoMax Service and Synchronous Service Transport (SST) OC48 and OC12 systems purchased under a 60-month term plan. GeoMax nodes and mileage will be discounted at 30.71% off the 60-month rates. All other GeoMax rate elements will be billed at the tariffed 60-month rates. SST OC48 and OC12 central office nodes will be discounted at 22% off the 60-month rates. All nonrecurring charges will be waived for initial installation, but subsequent orders will be billed at the tariffed rates that are in effect at the time of installation. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: GeoMax and SST Port rate elements are billed on a monthly basis and not available under a rate 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.

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

- GeoMax configuration must consist of a minimum of 7 central office nodes and fifty transport miles
- SST OC48 must consist of at least 4 circuits
- SST OC12 must consist of at least 5 circuits

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-025

DESCRIPTION: Contract for Synchronous Service Transport (SST) OC3 Service

(N)

CONTRACT AVAILABILITY: Effective from October 26, 2004 through November 26, 2004

CONTRACT
EFFECTIVE DATE: October 26, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Synchronous Service Transport (SST) OC3 Service purchased on a 60-month Pricing Plan as rates set forth below, nonrecurring rates will be billed as set forth in Section 17, preceding. A credit of \$1,755 will be applied to the first bill of customers who meet the eligibility requirements set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Monthly rate for the SST OC3:

- Monthly Recurring Rate \$3,620.00

The following eligibility criteria must be met in order to receive this SST OC3 Contract Offer:

- Service must be located at a Federal Military Installation
- Service must be in the following Colorado Springs, Colorado MSA Wire Centers: Colorado Springs Main – CLSPCOMA and Colorado Springs East – CLSPCOEA
- Service must be comprised of one SST OC3

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. 04-026

DESCRIPTION: Contract for Private Line Transport Service Annual Incentive

CONTRACT AVAILABILITY: Effective from November 4, 2004 through December 4, 2004

CONTRACT
EFFECTIVE DATE: November 4, 2004

CONTRACT
EXPIRATION DATE: November 4, 2005

AVAILABLE MSAS: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until November 4, 2005. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

(N)

(N)

24. CONTRACT TARIFFS

24.2 24.2 CONTRACT NO. 04-026(CONT'D)

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, only those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-026

D. Annual Incentive and Circuit Requirements (Cont'd)

4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$44,000,000.00. The Minimum Contributory Charge of \$34,723,730.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$9,276,270.00. Using the information provided in 7., following, the associated incentive percentage for this example is 15%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, the Annual Incentive equals \$2,319,067.50.

$$(\$44,000,000.00 - \$34,723,730.00) \times 25\% = \$2,319,067.50$$

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-026

D. Annual Incentive and Circuit Requirements (Cont'd)

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	5,500	7,000
DS3	40	100

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$34,723,730.00	\$45,835,323.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$34,723,730.00 - \$37,501,628.00	10%
37,501,629.00 - 40,279,526.00	15%
40,279,527.00 - 43,057,425.00	20%
43,057,426.00 - 45,835,323.00	25%

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-027

DESCRIPTION: Contract for GeoMax System

CONTRACT AVAILABILITY: Effective from November 4, 2004 through
December 4, 2004

CONTRACT
EFFECTIVE DATE: November 4, 2004

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the extension of an existing GeoMax System on a month-to-month basis at rates set forth below. This service maybe terminated as early as November 15, 2004, or can be extended up to 12 months from the effective date of this tariff and TLA will not apply.

Total Monthly Rates for the Existing GeoMax System:

- Monthly Recurring Rates \$63,975.00

Additional OC48 Protected Ports maybe added at the rates set forth below:

- OC48 Port, Protected, per port \$500.00[1]

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

- Service must be in the following Washington State MSA Wire Centers: Seattle – Elliot, STTLWAEL; Bellevue - Glencourt, BLLVWAGL and Seattle – Cherry, STTLWACH.
- Must be the renewal of an existing GeoMax System
- Must be comprised of 3 Nodes and 25 Transport Channels

[1] Nonrecurring rates for OC48 Ports will be billed as set forth in Section 17, preceding.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-028

DESCRIPTION: Contract for Synchronous Service Transport Service (SST) OC12

(N)

CONTRACT AVAILABILITY: Effective from November 4, 2004 through December 4, 2004

CONTRACT EFFECTIVE DATE: November 4, 2004

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the extension of an existing Synchronous Service Transport Service (SST) OC12 on a month-to-month basis at rates set forth below. This service may be terminated as early as November 15, 2004, or can be extended up to 12 months from the effective date of this tariff and TLA will not apply.

Total Monthly Rates for the Existing Synchronous Service Transport Service (SST) OC12:

- Monthly Recurring Rates \$10,949.58

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

- Service must be in the following Washington State MSA Wire Center: Bellevue - Glencourt, BLLVWAGL
- Must be the renewal of an existing Synchronous Service Transport Service (SST) OC12
- Must have completed the terms and conditions of term plan associated with the existing SST Service OC12

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-029

DESCRIPTION: Contract for Two New DS3s, One Equipped with a Self-Healing Alternate Route Protection (SHARP) Feature

CONTRACT AVAILABILITY: Effective from December 10, 2004 through February 10, 2005

CONTRACT
EFFECTIVE DATE: December 10, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for two new DS3 Circuits, one equipped with a Self-Healing Alternate Route Protection (SHARP) Feature purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Rates for both the DS3's and one SHARP:

- Monthly Recurring Rates \$2,675.00
- Nonrecurring Rates 313.26

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

- Must consist of 2 new DS3 Circuits, one equipped with SHARP
- Service must be in the following Colorado State MSA Wire Center: Boulder - Main, BLDRCOMA.

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-030

DESCRIPTION: Contract for Three New DS3s, All Equipped with the Self-Healing Alternate Route Protection (SHARP) Feature

(N)

CONTRACT AVAILABILITY: Effective from December 10, 2004 through January 10, 2005

CONTRACT
EFFECTIVE DATE: December 10, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for three new DS3 Circuits, all equipped with Self-Healing Alternate Route Protection (SHARP), purchased on a 36-month Pricing Plan at rates set forth below. In addition this contract includes one Central Office Multiplexer, 5 miles of Interoffice Transport on one DS3 and 6 miles of Interoffice Transport on another DS3 and one of the DS3 Circuits has SHARP Plus. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total rates for three new DS3s and all rate elements mentioned above:

- Monthly Recurring Rates \$6,886.44
- Nonrecurring Rates 1,139.75

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

- Must consist of 3 new DS3 Circuits, and all rate elements mentioned above
- Service must be in the following Nebraska MSA Wire Centers: Omaha - Center, OMAHNECE and Omaha, OMAHNE90.

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-031

DESCRIPTION: Contract for the Renewal of 14 DS1 Circuits

CONTRACT AVAILABILITY: Effective from December 10, 2004 through
February 10, 2005

CONTRACT
EFFECTIVE DATE: December 10, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of 14 DS1 Circuits purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for Renewal of 14 DS1 Circuits:

- Monthly Recurring Rates \$5,076.05

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

- Must consist of 14 DS1 Circuits
- All DS1 Circuits must be located within the Arizona MSA Wire Center: Phoenix North, PHNXAZNO.

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-032

DESCRIPTION: Contract for Two New Self-Healing Network Service (SHNS) OC48 Systems and Two New Synchronous Service Transport (SST) OC12 Circuits

(N)

CONTRACT AVAILABILITY: Effective from December 10, 2004 through January 10, 2005

CONTRACT
EFFECTIVE DATE: December 10, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for two new Self-Healing Network Service (SHNS) OC48 Systems and two new Synchronous Service Transport (SST) OC12 Circuits purchased on a 36-month Pricing Plan. The monthly rates for the associated Nodes and Interoffice Transport shall receive a 15% discount off of the 36-month rates. All other rate elements and nonrecurring charges will be billed at the 36-month rates as set forth in Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SHNS and SST 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.

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

- One SHNS OC48 System must be in Seattle, WA and the other SHNS OC48 System must be in Denver, CO
- One SST OC12 Circuit must be in Minneapolis, MN and the other SST OC12 Circuit must be in Phoenix, AZ

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-033

DESCRIPTION: Contract for Renewal of Two DS3 Circuits equipped with the Self-Healing Alternate Route Protection (SHARP) Feature and SHARP Plus

(N)

CONTRACT AVAILABILITY: Effective from December 10, 2004 through January 10, 2005

CONTRACT
EFFECTIVE DATE: December 10, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of two DS3 Circuits equipped with the Self-Healing Alternate Route Protection (SHARP) Feature and SHARP Plus purchased on a 60-month Pricing Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Total rates for renewal of two DS3s equipped with SHARP and SHARP Plus:

- Monthly Recurring Rates \$6,400.00

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

- Must be the renewal of two DS3 Circuits equipped with SHARP and SHARP Plus, currently ending a 60-month Pricing Plan
- Service must be in the following Nebraska MSA Wire Centers: Omaha - Girard, OMAHNE78 and Omaha - Douglas, OMAHNENW.

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 04-034

DESCRIPTION: Contract for Four GeoMax OC48 Ports

(N)

CONTRACT AVAILABILITY: Effective from December 24, 2004 through
January 24, 2005

CONTRACT
EFFECTIVE DATE: December 24, 2004

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the migration of four GeoMax OC48 Ports from an existing GeoMax System to a new GeoMax System purchased on a 12-month Pricing Plan at rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Total rates for the migration of four GeoMax OC48 Ports:

- Monthly Recurring Rates \$5,387.52
- Nonrecurring Rates 2,000.00

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

- Must be four GeoMax Ports on existing GeoMax System migrating to a new GeoMax System
- Must use existing equipment for new GeoMax Ports and require no new equipment

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 05-001

(T)

DESCRIPTION: Contract for One Self-Healing Network Service (SHNS) OC12 System

CONTRACT AVAILABILITY: Effective from January 15, 2005 through February 15, 2005

CONTRACT
EFFECTIVE DATE: January 15, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Self-Healing Network Service (SHNS) OC12 System purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. Nonrecurring Charges will be billed as set forth in Sections 7 and 17, preceding.

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.

Rates for one SHNS OC12 :

- Monthly Recurring Rates \$9,294.00

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

- One new SHNS OC12 System must consist of two Hub Nodes, one Access Node and 8 miles of Interoffice Transport
- The SHNS OC12 System must have a Monthly Recurring Rate of \$10,000 before the discount is applied
- Service must be in the following Greeley, Colorado Wire Centers: Greeley Main, GRELCOMA and Greeley Parkview Junction, GRELCOJC

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-002

(N)

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC48 System with SHARP

CONTRACT AVAILABILITY: Effective from January 28, 2005 through February 28, 2005

CONTRACT
EFFECTIVE DATE: January 28, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC48 System with SHARP purchased on a 36-month Pricing Plan. Nodes, Interoffice Transport and SHARP will be discounted at 10% off the 36-month rates, all other rate elements will be billed at applicable rates set forth in Section 17, preceding. All nonrecurring charges will be billed at the tariffed rates that are in effect at the time of installation. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST 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.

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

- Service must be in the Tacoma, Washington MSA
- Must be a new SST OC48, 36-month term plan

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 05-003

(N)

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC48 System

CONTRACT AVAILABILITY: Effective from January 28, 2005 through February 28, 2005

CONTRACT EFFECTIVE DATE: January 28, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC48 System purchased on a 60-month Pricing Plan. Nodes and Interoffice Transport will be discounted at 15% off the 60-month rates, all other rate elements will be billed at applicable rates set forth in Section 17, preceding. All nonrecurring charges will be billed at the tariffed rates that are in effect at the time of installation. 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 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.

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

- Service must be in the Dubuque, Iowa MSA
- Must be a new SST OC48, 60-month term plan

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 05-004

(N)

DESCRIPTION: Contract for Renewal of Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) Pricing Plans

CONTRACT AVAILABILITY: Effective from February 5, 2005 through March 5, 2005

CONTRACT
EFFECTIVE DATE: February 5, 2005

CONTRACT
EXPIRATION DATE: January 31, 2006

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for renewal of Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) Pricing Plans that have expired or will expire on or before January 31, 2006. Eligible SST or SHNS renewals must be purchased on a 12-, 24-, 36- or 60-month Pricing Plan 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 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.

The following eligibility criteria must be met in order to receive the SST and/or SHNS Contract Offer:

- A minimum annual SST Product Revenue of \$18,800,000 must have been achieved by the customer over the twelve month period immediately preceding February 5, 2005 for SST renewals
- A minimum annual SHNS Product Revenue of \$17,800,000 must have been achieved by the customer over the twelve month period immediately preceding February 5, 2005 for SHNS renewals

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004 (Cont'd)

The following terms and conditions apply for all SST and/or SHNS Pricing Plan Renewals:

- This Offer shall apply only to renewals of existing eligible Pricing Plans and not to new SST and/or SHNS orders or to modified renewals
- Pricing Plans that expired before February 9, 2005 may be renewed for either a 12-month, 24-month, 36-month or 60-month Pricing Plan
- Pricing Plans that expired after February 9, 2005 and before January 31, 2006, may be renewed for either a 12-month, 24-month, 36-month or 60-month Pricing Plan once the original Pricing Plan expires
- SHNS only Pricing Plans that were renewed from May 2003 through December 2005 may “re-renew” under this Contract Offer for a new 36-month or 60-month Pricing Plan without being subject to TLA.
- SST and/or SHNS Renewals must be for 12-, 24-, 36- or 60-month Pricing Plans for one of the three options, respective discount and TLA% chosen by the customer as set forth below:

DISCOUNT OPTIONS	DISCOUNT % OFF JULY 2004 TARIFFED SST/SHNS PRICING PLAN RATES[1]	TERMINATION LIABILITY (TLA) ASSESSMENT % FOR EARLY TERMINATION
Option 1	0%	10%
Option 2	10%	20%
Option 3	20%	40%

- Minimum Service Periods for SST will not apply to qualifying renewals

[1] Discounts will not apply to nonrecurring charges.

(M) Certain material previously found on this page can now be found on Page 69.1.

(Filed under Transmittal No. 234.)

Issued: March 17, 2005

Effective: March 18, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004 (Cont'd)

- TLA will be determined based on the value of the number of months remaining in the Pricing Plan at the time the plan is terminated. The calculation will be made by taking the number of months for the chosen Pricing Plan times the monthly discounted charge for the service being disconnected early times the applicable TLA Assessment Percentage. (M)
- To start receiving a discount for an SST or SHNS Renewal the customer must
 - Send their request to the Company on an Access Service Request (ASR) or Order Form (T)
 - Indicate that the request is for SST or SHNS (C)
 - Clearly note which discount Option they want
 - Clearly note which Pricing Plan they want; 12-, 24-, 36- or 60-months (M)

(M) Certain material on this page formerly appeared on Page 69.

(Filed under Transmittal No. 234.)

Issued: March 17, 2005

Effective: March 18, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004

The following terms and conditions apply for all SST and/or SHNS Pricing Plan Renewals(Cont'd):

- Discounts will be applied on the effective date on the ASR or the expiration date of the SST or SHNS Pricing Plan that is being renewed, whichever is the later of the two
- If Option #1 is chosen, the 10% TLA will be waived when the customer is replacing their current SST or SHNS System with a new SST or SHNS System with the same or greater bandwidth and where the SST CO Node or SHNS Hub Node is in the same central office.
- SHNS Pricing Plans that were renewed in 2004 or 2005 will be allowed to “re-renew” under this Offer for a new 36- or 60-month Pricing Plan without triggering TLA.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-005

(N)

DESCRIPTION: Contract for HDTV-Net Service

CONTRACT AVAILABILITY: Effective from February 5, 2005 through March 5, 2005

CONTRACT
EFFECTIVE DATE: February 5, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for HDTV-Net Service, purchased on a day to day basis. Due to the nature of use, the customer may install and disconnect this service at their discretion. Day-to-Day Rates for the entire 60-months will be frozen from Company-initiated rate changes at rates set forth below. Nonrecurring charges will apply per installation at rates set forth in Section 17, preceding.

Day to Day Rates for the HDTV-Net:

- Channel Termination \$100.00 per day
- Over 0 to 8 Miles – per mile 2.53 per day
- Over 8 to 25 Miles – per mile 2.70 per day
- Over 25 to 50 Miles – per mile 4.10 per day
- Over 50 Miles – per mile 4.47 per day

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

- Service must be in one of the following Omaha, Nebraska Wire Centers: Omaha, Douglas OMAHNENW or Omaha, Izard OMAHNEIZ

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-006

(T)

DESCRIPTION: Contract for One DS3 and 18 DS1 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one DS3 and 18 DS1 Circuits, purchased under a 60-month term plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. The nonrecurring charges will be waived when eligibility is met.

Total Monthly Rate for One DS3 and 18 DS1 Circuits:

- Monthly Recurring Rates \$4,143.68

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

- Service must be in the Minneapolis – St. Paul, Minnesota MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-007

(T)

DESCRIPTION: Contract for Four Self-Healing Network Service (SHNS) OC12 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for four Self-Healing Network Service (SHNS) OC12 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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.

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

- Service must be in the Portland, Oregon MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-008

(T)

DESCRIPTION: Contract for Five Self-Healing Network Service (SHNS) OC12 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for five Self-Healing Network Service (SHNS) OC12 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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.

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

- Service must be in the Spokane, Washington MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-009

(T)

DESCRIPTION: Contract for Ten Self-Healing Network Service (SHNS) OC48 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for ten Self-Healing Network Service (SHNS) OC48 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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.

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

- Service must be in the Seattle-Bellevue, Washington MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-010

(T)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC12 Circuits, purchased under a 60-Months contract at 10% off all Nodes and Transport Channel Mileage 60-Month recurring rates. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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.

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

- Service must be in the Denver, Colorado MSA
- Must be a single order only

When the entire service or a portion of the service is disconnected prior to the expiration of the term plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-011

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 March 18, 2005 through December 31, 2005 (C)
(C)

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 Pricing Plan Rates. As a result, these rate elements when renewed will be billed the monthly port and/or Command-A-Link rates in effect at the time of renewal as set forth in Section 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%

(Filed under Transmittal No. 250.)

Issued: August 25, 2005

Effective: August 26, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT No. 05-011 (Cont'd)

(T)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-012

(T)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC48 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC48 Circuit, purchased on a 60-month Pricing Plan. The monthly rate for the associated Central Office Node(s) shall receive a 20% discount off of the 60-month rates. All other rate elements and nonrecurring charges will be billed at the 60-month rates 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 a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port(s) is installed as set forth in Section 7 and/or Section 17, preceding.

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

- Service must be in the Tacoma, Washington 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 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-013

(T)

DESCRIPTION: Contract for One Self-Healing Network Service (SHNS) OC12 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC12 Circuit, purchased on a 12-month Pricing Plan. The monthly rates for the associated discounted Hub Nodes and Access Nodes shall be billed at the rates set forth below. All other rate elements and nonrecurring charges will be billed at the 12-month rates as set forth in Section 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

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.

Total Monthly Rates for SHNS OC12 Hub Nodes and Access Nodes:

- Monthly Recurring Rates \$13,784.00

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

- The customer must commit to a minimum monthly revenue of \$28,575.70
- Service must be in the Denver-Boulder, 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 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-014

(N)

DESCRIPTION: Contract for Two New Synchronous Service Transport (SST) OC3 Circuits

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for two new Synchronous Service Transport (SST) OC3 Circuits, purchased on a 36-month Pricing Plan. Customer shall receive a reduction of 5 miles from the calculation of the interoffice mileage charge for each of the two SST OC3s. All other rate elements and nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST 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 7 and/or Section 17, preceding.

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

- The Company must have existing spare capacity in place to fill the orders
- Service must be in the Boise City, Idaho MSA
- Both SST OC3 Circuits must be ordered within 90 days ordering time frame of March 18, 2005

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. 05-015

(T)

DESCRIPTION: Contract for Upgrade of One Self-Healing Network Service (SHNS) OC12 Circuit to a SHNS OC48 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the upgrade of one Self-Healing Network Service (SHNS) OC12 Circuit to a SHNS OC48 Circuit, purchased on a 36-month Pricing Plan. The monthly rates for SHNS OC48 Circuit shall be billed at the rates set forth below. All nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 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 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.

Total Monthly Rates for SHNS OC48:

- Monthly Recurring Rates \$26,080.66

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

- The SHNS OC12 must have in excess of 20 miles of billable transport
- The term for the SHNS OC12 must be complete and then upgrade to a SHNS OC48
- The SHNS OC48 must be in the same locations as the SHNS OC12
- The service must be in the Minneapolis-St. Paul, Minnesota 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 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-016

(T)

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC192 Circuit and One New Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC192 Circuit and one new Synchronous Service Transport (SST) OC12 Circuit, purchased on a 60-month Pricing Plan. The SHNS OC192 will receive a discount of 10% off of two OC192 Hub Nodes, and the SST OC12 will receive a discount of 14% off of one OC12 CO Node. All other rate elements 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: SHNS Ports and SST 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 7 and/or Section 17, preceding.

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

- The customer must purchase both a SHNS OC192 Circuit and an SST OC12 Circuit
- Both the SHNS OC192 Circuit and the SST OC12 Circuit must be in the Denver-Boulder, Colorado MSA: Denver Capitol Hill, DNVRCOCH, Denver Main, DNVRCOMA and Lakewood, LKWDCOMA
- Both the SHNS OC192 Circuit and the SST OC12 Circuit must be ordered within 90 days of March 18, 2005

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-017

(T)

DESCRIPTION: Contract for at least One New DS3 Service with Self-Healing Alternate Route Protection (SHARP) Replacing an Existing Synchronous Service Transport (SST) Circuit

CONTRACT AVAILABILITY: Effective from March 26, 2005 through April 26, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for at least one new DS3 Service with Self-Healing Alternate Route Protection (SHARP) replacing an existing Synchronous Service Transport (SST) Circuit, purchased on a 36-month Pricing Plan. The DS3 Service will be billed at the recurring rates set forth below. The nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for DS3 Service:

- Monthly Recurring Rates \$5,225.34

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

- The customer must replace an existing SST Circuit with at least one DS3 Circuit
- The SST Circuit must run from the Colorado Springs, Colorado MSA and the Pueblo, Colorado MSAs: Colorado Springs East, CLSPCOEA and Pueblo Sunset, PUBLCOSU

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-018

(N)

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC12 System

CONTRACT AVAILABILITY: Effective from April 16, 2005 through May 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC12 System, purchased on a 60-month Pricing Plan at 15% off all Nodes and Transport Channel Mileage 60-Month recurring rates. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and/or 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 or 17 preceding.

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

- Service must be in the Olympia, Washington MSA
- Must be a single new order and not an additional order for the same SHNS Services in the same or other locations

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. 05-019

(N)

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC48 System, purchased on a 60-month Pricing Plan. All Nodes and Transport Channel Mileage will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Total Monthly Rates for 5 SHNS OC48 Nodes and 145 Interoffice Transport Miles:

- Monthly Recurring Rates \$56,871.00

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

- Service must be in the Cedar Rapids, Iowa MSA
- Must be a single new order for a SHNS OC48 Ring consisting of 5 Nodes that are located at five of the seven locations where the customer's previously installed SHNS OC48 Nodes were installed.
- Must be ordered under a new contract for 60-Months
- Must have 145 Interoffice Transport Miles in the Cedar Rapids, Iowa MSA equal to the total mileage of the customer's previously installed SHNS OC48

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-019(Cont'd)

(N)

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) would be calculated as follows:

- (Monthly recurring rate excluding ports) multiplied by (months remaining in billing) multiplied by (termination percentage set forth below):

MONTH TERMINATED	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
1 – 12	100%
13 – 36	70%
37 – 48	50%
49 – 60	40%

Excessive Service Outages:

An Excessive Service Outage occurs when the SHNS experiences simultaneous equipment service interruptions of both the working and protection path of the network. If during any consecutive 12 month period there are more than 2 Excessive Service Outages, the customer may terminate its purchase of service under this contract without incurring termination liability charges, unless such outages are excepted as set forth in Sections 2.1.3.A., 2.2.1.B, and 2.4.4.C, preceding. Such termination shall be effective 240 calendar days following delivery of written notice to Qwest and notice of intent to terminate service must be given within 30 calendar days of the third Excessive Service Outage.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020

(N)

DESCRIPTION: Private Line Services

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAs: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until May 21, 2006. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services set forth in Sections 7, 15 and 17, preceding.

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020 (Cont'd)

(N)

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7, following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.
4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$12,500,000.00. The Minimum Contributory Charge of \$11,679,862.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$820,138.00. Using the information provided in 7, following, the associated incentive percentage for this example is 10%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, and the Annual Incentive equals \$82,014.00.

$$(\$12,500,000.00 - \$11,679,862.00) \times 10\% = \$82,014.00$$

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT No. 05-020

D. Annual Incentive and Circuit Requirements (Cont'd)

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	1,000	1,650
DS3	45	55

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$11,679,862.00	\$14,015,835.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$11,679,862.00 - \$12,263,855.00	5%
12,263,856.00 - 12,847,848.00	10%
12,847,849.00 - 13,431,842.00	15%
13,431,843.00 - 14,015,835.00	20%

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-021

(N)

DESCRIPTION: Contract for Two GeoMax Circuits

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for two GeoMax Circuits purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17, preceding. Customers who meet the eligibility of this contract tariff will receive a reduction of five miles from the calculation of the interoffice mileage charge (Transport Channels). The rates for the entire 36-months will be frozen from Company-initiated rate changes.

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

- Must be purchase 2 new GeoMax Circuits on a 36-Month Contract
- Must be located in Phoenix – Mesa, Arizona MSA

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 05-022

(N)

DESCRIPTION: Contract for Renewal of One New Self-Healing Network Service (SHNS) OC48 Circuit and Two New Synchronous Service Transport (SST) OC48 Circuits

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of one Self-Healing Network Service (SHNS) OC48 Circuit and two new Synchronous Service Transport (SST) OC48 Circuits, purchased on a 60-month Pricing Plan. The SHNS OC48 will receive a discount of 20% on of the OC48 Nodes and Interoffice Transport recurring rates, and the two SST OC48 will receive a discount of 20% on the OC48 Nodes recurring rates. All other rate elements 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: SHNS Ports and SST 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 7 and/or Section 17, preceding.

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

- The customer must purchase two new SST OC48 Circuits and renew one SHNS OC48 Circuit
- All circuits must be located in the Omaha, Nebraska 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 7, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-023

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC3 Systems with Three Nodes (C)
(C)

CONTRACT AVAILABILITY: Effective from June 11, 2005 through July 11, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC3 Systems with three nodes, purchased on a 36-month Pricing Plan. All Nodes, Transport Channel Mileage and Central Office Multiplexing will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. (C)
(C)

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Total Monthly Rates for 3 SHNS OC3 Nodes, 8 Interoffice Transport Miles and a DS3 to DS1 Multiplexer:

- Monthly Recurring Rates \$11,675.00

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

- Service must be in the Denver, Colorado MSA
- Customer must spend a minimum of \$11,500.00 per month or a total of \$414,000.00 for the duration of this contract.
- Must be ordered under a new contract for 36-Months

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-024

(N)

DESCRIPTION: Contract for Replacing an Synchronous Service Transport (SST) OC192 System with a new SST OC48 System

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the replacement of a Synchronous Service Transport (SST) OC192 System with a new 2 Node and 2 Transport Mileage Channel SST OC48 System, purchased on a 12-month Pricing Plan. All rate elements and associated nonrecurring charges will be billed at the 12-month rates set forth in Sections 7 and 17, preceding, and will not be billed the Minimum Service Period (MSP) for early termination. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Upon installation of the new 2 Node and 2 Transport Mileage Channel SST OC48 System, an order will be issued to move the point of termination generating the mileage charge to a new point of termination that will not require mileage. All rate elements and associated nonrecurring charges for this second SST OC48 System will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Termination Liability Waiver Policy (TLA) and MSP as set forth in 7.1.8, preceding, will apply if this OC48 is terminated prior to completion of the 60-month pricing plan. 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 Pricing Plan Rates. 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 Sections 7 and 17, preceding.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-024 (Cont'd)

(N)

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

- Service must be in the Portland, Oregon MSA
- Customer must comply with the Termination Liability Waiver Policy (TLA) as set forth in 7.1.8, preceding, as it applies to the disconnection of the SST OC192
- The SST OC192 will be replaced by an SST OC48 with no more than 2 Nodes and 2 Transport Channel Miles on a 12-month pricing plan
- The end point of the SST OC48 System generating mileage must be moved so there is no Transport Channel Mileage, this order must be issued the day the order is complete.
- The SST OC48 System established once the end point generating mileage is moved will be offered under a 60-month pricing plan
- The customer termination point will be the same for the SST OC192 System being disconnected and both SST OC48 Systems

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. 05-025

(N)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC24 System

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC24 System, purchased on a 60-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates set forth below. 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 Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Recurring and Nonrecurring Rates for 1 SST OC24:

- Monthly Recurring Rates \$17,415.60
- Nonrecurring Rates 2,328.00

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

- Service must be in the Salt Lake City, Utah MSA
- Customer must spend a minimum of \$75,000.00 per month on Company services billed out of this tariff for the duration of this contract
- Must be ordered under a new contract for 60-Months

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. 05-026

(N)

DESCRIPTION: Contract for One Existing Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one existing Self-Healing Network Service (SHNS) OC48 System, purchased on a 12-month Pricing Plan. All rate elements will be billed at the recurring rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Recurring Rates for 1 SHNS OC48 System:

- Monthly Recurring Rates \$23,580.00

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

- Service must be in the Denver, Colorado MSA
- Customer must have an existing SHNS OC48 System currently on a 36-month Pricing Plan
- Upon the expiration of the aforementioned SHNS OC48 36-month Pricing Plan, this new 12-month Pricing Plan will go into effect

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. 05-027

(N)

DESCRIPTION: Contract for One or More New DS3(s)

CONTRACT AVAILABILITY: Effective from July 8, 2005 through August 8, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one or more new DS3(s) and renewal of five or more existing DS3s, purchased on a 12-month Pricing Plan. Each DS3 Channel Termination will be billed at the recurring rates set forth below, all other rate elements and all nonrecurring rates will be billed at the 12-month rates set forth in either Section 7 or Section 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Recurring Rate for 1 DS3 Channel Termination:

- Monthly Recurring Rates \$1,575.00

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

- Service must be in the Minneapolis, Minnesota MSA
- Customer must renew at least five existing DS3s previously purchased under the Private Line Contract Renewal Promotion

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. 05-028

(N)

DESCRIPTION: Contract for the Renewal of One Existing DS3 Circuit and One New DS3 Circuit

CONTRACT AVAILABILITY: Effective from July 16, 2005 through August 16, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of one existing DS3 Circuit with Multiplexing and SHARP and for one new DS3 Circuit with SHARP, purchased on a 36-month Pricing Plan. All Channel Termination, Transport Channel Mileage, SHARP and Central Office Multiplexing will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rate for 2 DS3s with SHARP and Transport Channel Mileage and one DS3 with Multiplexing

- Monthly Recurring Rates \$4,696.00

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

- Both DS3 Circuits must run from Salt Lake City, Utah West (SLKCUTWE) to Salt Lake City, Utah Main (SLKCUTMA)
- Customer must renew one existing DS3 Circuit and order one new DS3 Circuit under a 36-month Contract

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. 05-029

(N)

DESCRIPTION: Contract for a New Self-Healing Network Service (SHNS) OC12 Ring with a Minimum of 3 Nodes

CONTRACT AVAILABILITY: Effective from July 16, 2005 through August 16, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for a new Self-Healing Network Service (SHNS) OC12 Ring with a minimum of 3 Nodes, purchased on a 36-month Pricing Plan. All Nodes, Interoffice Mileage and Central Office Multiplexing for DS3 to DS1 will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 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 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.

Recurring Rate for Nodes, Interoffice Mileage and Central Office Multiplexing for DS3 to DS1:

- Monthly Recurring Rates \$11,520.90

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

- Must be located in the Phoenix, Arizona MSA
- Must maintain a minimum of 3 Nodes
- Customer must have existing SHNS OC48 that will continue at 36-months Pricing Plan Rates until this SHNS OC12 is activated, at which time they can either terminate the Ring, establish a new contract or go to Month-to-Month Billing

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. 05-030

DESCRIPTION: Contract for a New Synchronous Service Transport (SST) Circuit, a New Self-Healing Network Service (SHNS) Ring or a New GeoMax System

CONTRACT AVAILABILITY: Effective from March 9, 2007, through April 9, 2007. (C)
(C)

CONTRACT
EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for a new Synchronous Service Transport (SST) circuit, a new Self-Healing Network Service (SHNS) Ring or a new GeoMax System, purchased on a 36-month or 60-month Pricing Plan. 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 and 17, preceding. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes. Unless specified below, this Contract Tariff is subject to all other terms and conditions that govern SST, SHNS and GeoMax as set forth herein.

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	10% Phase II

(Filed under Transmittal No. 312.)

Issued: March 8, 2007

Effective: March 9, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-030 (Cont'd)

Exception: SHNS Ports and SST Ports are billed at the month-to-month rate and are not available under a Pricing Plan (i.e., the port rates are not frozen). Those rate elements will be billed the month-to-month rates set forth in Sections, 7, 15, or 17, preceding.

(C)
|
(C)

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

- Each customer must have paid the Company at least \$3 million for Company provided interstate SST, SHNS and GeoMax Services from November 1, 2005, through October 31, 2006, (as verified by the Company through its reporting methods)
- Service must be a new SST, SHNS or GeoMax Service purchased under a 36-month or 60-month pricing plan
- Customer must sign a commitment form to indicate intent to purchase under the terms of this Contract Tariff by no later than March 1, 2007.
- The order for new SST, SHNS or GeoMax Service must be submitted no later than December 31, 2007, and the service must be activated by no later than April 30, 2008, unless delayed due to Company reasons.
- Customers must specify on their Order, that the discount associated with Contract No. 05-030, is to apply
- Any SST, SHNS or GeoMax system purchased under this agreement will not be eligible for other promotions or other Contract Tariff offerings

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-031

(N)

DESCRIPTION: Contract for a Six Month Extension of a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from August 26, 2005 through September 26, 2005.

CONTRACT
EXPIRATION DATE: 6-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is to extend for six months an existing Self-Healing Network Service (SHNS) OC12 Ring currently on a 36-month Pricing Plan. All Nodes, and Interoffice Mileage will be billed at the recurring rates set forth below. All other rate elements and all associated nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 6-months will be frozen from Company-initiated rate changes.

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.

Recurring Rate for Nodes and Interoffice Mileage for a SHNS OC12:

- Monthly Recurring Rates \$17,750.00

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

- Customer must have a SHNS OC12 Ring in place for a minimum of three years and be requesting an extension of term
- Customer must upgrade their SHNS OC12 Ring to a SHNS OC48 Ring within the next year
- Customer upgrade order must be placed as soon as the new location is finalized

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. 05-032

(N)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC48

CONTRACT AVAILABILITY: Effective from August 26, 2005 through September 26, 2005.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC48 purchased on a 60-month Pricing Plan. All Nodes, and Interoffice Mileage will receive a 10% discount on the 60-month recurring rates. All other rate elements and all associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 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 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.

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

- The discount will only apply to one single new order for an OC48 and will not apply to additional orders
- 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 7, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-033

(N)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from September 16, 2005 through October 16, 2005.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff replaces an existing Synchronous Service Transport (SST) circuit with one new SST OC3 circuit purchased on a 12-month Pricing Plan. The TLA will be waived on the previously installed circuit if it remains in service for one month after the new circuit is activated. All Nodes, and Interoffice Mileage will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 12-month rates set forth in Sections 7 and 17, preceding, with the exception of the nonrecurring charge associated with Central Office Connection Charge (COCC) which will be waived. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SST 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.

Total Monthly Rates for SST OC3 CO Nodes and Interoffice Mileage:

- Monthly Recurring Rates \$4,030.00

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-033 (Cont'd)

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

- Customer must have a previously installed and utilized SST circuit, and must share the Denver Main (DNVRCOMA) termination point with the new circuit.
- The new SST circuit must be in the Denver-Boulder, Colorado MSA: Golden (GLDNCOMA) and Denver Main (DNVRCOMA).
- Customer will pay for special construction associated with the new services.

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. 05-034

(N)

DESCRIPTION: Contract for One DS3 Circuit with MUX and SHARP

CONTRACT AVAILABILITY: Effective from September 16, 2005 through October 16, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one DS3 circuit purchased on a 36-month Pricing Plan. All Channel Termination, CO Multiplexing, SHARP, and Interoffice Mileage will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for DS3 Channel Termination, CO Multiplexing, SHARP, and Interoffice Mileage:

- Monthly Recurring Rates \$2,769.30

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

- Customer must purchase DS3 with SHARP and with MUX that will convert to DS1 level.
- The DS3 circuit must be in the Des Moines, Iowa MSA: Des Moines Northwest (DESMIANW) and Des Moines Downtown (DESMIADT) wire centers.

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. 05-035

(N)

DESCRIPTION: Contract for One GeoMax with Sixteen Circuits

CONTRACT AVAILABILITY: Effective from October 1, 2005 through November 1, 2005.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one GeoMax with sixteen circuits purchased on a 60-month Pricing Plan. All Interoffice Mileage and Amplification will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for One GeoMax with Sixteen Circuits:

- Monthly Recurring Rates \$73,030.00

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

- Customer must purchase Company Synchronous Service Transport (SST) Services with a monthly value equal to or greater than the total value of the GeoMax circuits, \$73,030

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. 05-036

(N)

DESCRIPTION: Contract for Upgrade of One Self-Healing Network Service (SHNS) OC3 Ring to a SHNS OC12 Ring

CONTRACT AVAILABILITY: Effective from November 1, 2005 through December 1, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the upgrade of one Self-Healing Network Service (SHNS) OC3 ring to a SHNS OC12 ring, purchased on a 36-month Pricing Plan. The monthly rates for Hub Node, Premise Node and Interoffice Mileage for the SHNS OC12 ring 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 7 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 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 SHNS OC12 Ring, as well as, Non-discounted Monthly Rates for SHNS Ports established at the time of Installation:

- Monthly Recurring Rates \$12,100.00

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

- The SHNS OC12 must be a SHNS upgrade
- The service must be in the Salt Lake City, Utah 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 7, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-037

(N)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from November 1, 2005 through December 1, 2005.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC3 circuit purchased on a 12-month Pricing Plan. All Nodes will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 12-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SST 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.

Total Monthly Rates for an SST OC3 Node:

- Monthly Recurring Rates \$2,310.00

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

- The SST OC3 must migrate to a SHNS OC48 Ring within 180 days
- The service must be in the Albuquerque, New Mexico MSA

If the customer migrates from this SST OC3 to an Self-Healing Network Service (SHNS) OC48 Ring within 180 days of the installation of this SST OC3 and after the SST OC3 has been active for at least 100 days, the TLA will be waived on the previously installed circuit if it remains in service for one month after the new circuit is activated. If the SST OC3 disconnects before it the first 100 days is complete, then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-038

(N)

DESCRIPTION: Contract for a new Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from November 1, 2005 through December 1, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for a new Self-Healing Network Service (SHNS) OC48 Ring, purchased on a 36-month Pricing Plan. All Nodes and Interoffice Mileage will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 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 Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Monthly Rates for SHNS OC48 Nodes and Interoffice Mileage, and Non-discounted Monthly Rates for SHNS Node Drop Capability, Ports and Central Office Cross Connects:

- Monthly Recurring Rates \$24,937.00

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

- SHNS OC48 Ring must connect Albuquerque, New Mexico MSAs: Rio Rancho (ALBQNMRR) and North (ALBQNMNO)

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. 05-039

(N)

DESCRIPTION: Contract for a New DS3 Circuit

CONTRACT AVAILABILITY: Effective from November 11, 2005 through December 11, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for a new DS3 circuit, purchased on a 36-month Pricing Plan. The Channel Termination and Central Office Multiplexer will be billed at a discounted monthly recurring rate and all other rate elements will be billed at the 36-month rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the DS3 Circuit:

- Monthly Recurring Rates \$4,900.00

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

- DS3 Circuit must be in the following Omaha, Nebraska MSAs: Omaha, Fort Street (OMAHNEFO) and Valley (VLLYNENW)
- Customer must pay a total of \$176,400.00 in Monthly Recurring Rates over the 36 months of this contract

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. 05-040

(N)

DESCRIPTION: New Contract for an Existing GeoMax System

CONTRACT AVAILABILITY: Effective from November 11, 2005 through December 11, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a new contract for an existing GeoMax system, purchased on a 36-month Pricing Plan. The Premise Node and Interoffice Mileage will be billed at a discounted monthly recurring rate and all other rate elements will be billed at the 36-month rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the GeoMax System:

- Monthly Recurring Rates \$18,150.00

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

- GeoMax System must be in the following Denver, Colorado MSAs: Highlands Ranch (LTTNCOHL) and Denver Main (DNVRCOMA)
- This contract must be replacing an existing GeoMax System currently under contract

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. 05-040 (Cont'd)

(N)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

AVAILABILITY: Effective from June 22, 2006, through July 22, 2006

AMENDMENT

EFFECTIVE DATE: June 22, 2006

This Contract Tariff Amendment allows the Customer's Participating Affiliates to purchase GeoMax Premise Nodes under this contract. Participating Affiliates means any Affiliate authorized by the initial customer to receive the rates and service provided under this contract.

The new service is coterminous with the existing contract service and will terminate at the same time. The Company may, in its sole discretion, continue to provide service to a Participating Affiliate on a month-to-month basis and at the rates set forth in Qwest's then-current Tariff for which the Participating Affiliate reasonably qualifies.

Rate per GeoMax Premise Node:

- Monthly Recurring Rate \$4,800.00

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

- The Participating Affiliate is subject to the terms and conditions of the aforementioned contract unless specifically address in this Amendment.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-041

(N)

DESCRIPTION: Contract for a New Synchronous Service Transport (SST) OC3 Circuit

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for a new Synchronous Service Transport (SST) OC3 Circuit, purchased on a 36-month Pricing Plan. The Central Office (CO) Node and Central Office Connecting Channel (COCC) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 36-month recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Recurring Rates for the SST OC3 CO Nodes and COCCs:

- Monthly Recurring Rates \$4,000.00

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

- SST OC3 must be located in the Omaha, Nebraska MSAs
- The customer must have all fiber facilities in place with no equipment in the field and require no equipment build out

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. 05-042

(N)

DESCRIPTION: Contract for a New GeoMax Service

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for a new GeoMax Service, purchased on a 36-month Pricing Plan. The Premise Node will be billed at a discounted monthly recurring rate and the Gigabit Ethernet Unprotected Port will be billed at the 36-month recurring rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the GeoMax Service:

- Monthly Recurring Rates \$11,920.00

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

- GeoMax Service must be located in the Minneapolis – St. Paul, Minnesota MSA: Minneapolis (MPLSMNDT)
- Facilities must be available

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. 05-043

(N)

DESCRIPTION: Contract for the Migration of a Self-Healing Network Service (SHNS) OC12 Ring to a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from December 22, 2005 through January 22, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for migration of an existing SHNS OC12 to a new SHNS OC48, purchased on a 36-month Pricing Plan. The Hub Nodes, Access Nodes and Interoffice Transport (mileage) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 36-month recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Components migrated from the existing SHNS OC12 to the SHNS OC48 will not have a nonrecurring charges assessed. 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 Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Recurring Rates for the SHNS OC48:

- Monthly Recurring Rates \$36,527.00

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

- The SHNS OC12 must be upgraded to a SHNS OC48 at the same location in the Minneapolis – St. Paul, Minnesota MSAs: Orchard (GLVYMNOR) and Minneapolis (MPLSMNDT).
- The SHNS OC48 must have 5 Nodes and they must be the same 5 SHNS OC12 Node locations established in 2001.

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)

(Filed under Transmittal No. 262.)

Issued: December 21, 2005

Effective: December 22, 2005

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-044

(N)

DESCRIPTION: Contract for the Migration of a Synchronous Service Transport (SST) OC3 to a Self-Healing Network Service (SHNS) OC3 Ring

CONTRACT AVAILABILITY: Effective from December 22, 2005 through January 22, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for migration of an existing SST OC3 to a new SHNS OC3, purchased on a 60-month Pricing Plan. All rate elements and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. The Company will waive the Minimum Service Period (MSP) charges due on the SST OC3 based on the fulfillment of the SHNS OC3 60-month contract. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

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

- The SST OC3 must be upgraded to a SHNS OC3 Ring utilizing the SST facilities and fiber installed at the existing SST service locations.
- The SST OC3 must be upgraded to a SHNS OC3 at the same location in the Waterloo – Cedar Falls, Iowa MSAs: Waterloo (WTRLIADT).

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. 05-045

(N)

DESCRIPTION: Contract for two new Synchronous Service Transport (SST) OC12 Systems

CONTRACT AVAILABILITY: Effective from December 22, 2005 through January 22, 2006.

CONTRACT
EXPIRATION DATE: 120-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for two new SST OC12 Systems, purchased on a 120-month Pricing Plan. The Central Office Nodes and Interoffice Transport (mileage) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 60-month recurring rates and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 120-months will be frozen from Company-initiated rate changes. At the completion of the 120-month term, the customer may renew this contract on an annual basis at the existing rates for up to five one-year renewal periods.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Recurring Rates for Central Office Nodes and Interoffice Transport (mileage) and 60-month Non-discounted Rate for the Central Office Connecting Channel (COCC) for the two SST OC12s:

- Monthly Recurring Rates \$13,842.73

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

- The SST OC12 Systems must be located in one of the following Washington MSA wire centers: Seattle-Main (STTLWA06) or Tacoma-Fort Lewis (TACMWAFL).

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)

(Filed under Transmittal No. 262.)

Issued: December 21, 2005

Effective: December 22, 2005

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-001

(N)

DESCRIPTION: Contract for the renewal of Two Self-Healing Network Services (SHNS) OC48 Rings

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for the renewal of two Self-Healing Network Services (SHNS) OC48 Rings, purchased on a 60-month Pricing Plan. The Nodes and Interoffice Transport (mileage) will be billed at a 10% discount off of the 60-month recurring rates set forth in Section 17 preceding. All other rate elements will be billed at the 60-month recurring rates and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

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

- This must be the renewal of existing SHNS OC48 Rings located in the Denver, Colorado MSA and the Phoenix, Arizona MSA.
- The Denver SHNS OC48 Ring must be comprised of 3 Nodes and 20 Interoffice Transport (mileage).
- The Phoenix SHNS OC48 Ring must be comprised of 4 Nodes and 19 Interoffice Transport (mileage).

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)

(Filed under Transmittal No. 266.)

Issued: January 17, 2006

Effective: January 18, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-002

(N)

DESCRIPTION: Contract for the renewal of Forty-Synchronous Service Transport (SST) OC12s Circuits, Two-SST OC48s Circuits and One-SST OC3 Circuit

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for the renewal of forty-Synchronous Service Transport (SST) OC12s circuits, two-SST OC48s circuits and one-SST OC3 circuit, purchased on a 60-month Pricing Plan. The Nodes for the SST OC12s circuits and SST OC48 circuits will be billed at a 20% discount off of the 60-month recurring rates set forth in Section 17 preceding. All other rate elements will be billed at the 60-month recurring rates and all nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 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 Pricing Plan Rates. 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 Sections 7 and 17, preceding.

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

- All 43 SST OCn circuits (40-OC12s, 2-OC48s and 1-OC3) must be renewed for 60-months within 30 days of the effective date of this contract tariff.
- Customer must have paid the Company \$13 million for OCn circuits during the annual period immediately preceding the effective date of this contract tariff.
- The monthly billings for the 43 OCn circuits renewed under this contract tariff must be in excess of \$135,000.

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)

(Filed under Transmittal No. 266.)

Issued: January 17, 2006

Effective: January 18, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-003

(N)

DESCRIPTION: Contract for Upgrading a Synchronous Service Transport (SST) OC24 Circuit to an SST OC48 Circuit

CONTRACT AVAILABILITY: Effective from January 18, 2006 through February 18, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is upgrading a Synchronous Service Transport (SST) OC24 circuit to an SST OC48 circuit, purchased on a 60-month Pricing Plan at rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. A minimum service period will not apply to the termination of the SST OC24 circuit when that circuit is upgraded to the SST OC48 circuit.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

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

- Both the SST OC24 circuit and the SST OC48 replacement circuit must be located in the Phoenix, Arizona MSA.
- The customer must comply with all of the Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, except the minimum service period on the OC24 circuit which will be waived.
- Both circuits must have the same customer location end points.
- The order to disconnect the OC24 must be placed the same day as the order to install the OC48.

When the entire SST OC48 circuit 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 7, preceding, will apply.

(N)

(Filed under Transmittal No. 266.)

Issued: January 17, 2006

Effective: January 18, 2006

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)

(Filed under Transmittal No. 267.)

Issued: January 31, 2006

Effective: February 1, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005

DESCRIPTION: Replacement of an Existing Self-Healing Network Services (SHNS) OC192 and a GeoMax Ring with One GeoMax Ring with a Synchronous Service Transport (SST) OC192 overlay and the addition of a Stand-alone GeoMax Ring

(C)
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(C)

CONTRACT AVAILABILITY: Effective from April 8, 2006 through May 8, 2006.

(C)

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the replacement of an existing Self-Healing Network Services (SHNS) OC192 and a GeoMax Ring with one GeoMax Ring with a Synchronous Service Transport (SST) OC192 overlay and an additional stand-alone GeoMax Ring, purchased at rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

(C)
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(C)

Discounts will be determined as follows:

- All GeoMax service elements and the SST Remote Node for Ring One, the GeoMax Ring with an SST OC192 overlay (the SHNS OC192 replacement), will be billed at a 50% discount off of the 60-month pricing plan rates. Exception: The DS3 Central Office Multiplexing will be billed at a 46% discount off of the 36-month pricing plan rates.
- All service elements for Ring Two, the stand-alone GeoMax Ring, will be billed at a 50% discount off of the 60-month pricing plan rates. Exception: Additional Shelves, Amplifier Nodes and Transport Channels (mileage) will be billed at a 50% discount off of the 36-month pricing plan rates.
- All SST port service elements installed initially or during the 60-month term will be billed at a 50% discount off of the month-to-month port rates. Exceptions: The DS3 CO Port for the OC192 Bandwidth Capacity will be billed at a 54% discount off of the month-to-month port rates, and the OC3 CO Port for the OC192 Bandwidth will be billed at a 43% discount of the month-to-month port rates.

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(M) Certain material on this page formerly appeared on Page 24-124.

(Filed under Transmittal No. 275.)

Issued: April 7, 2006

Effective: April 8, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005(Cont'd)

Customer may add service elements at any time during the 60-months subject to the following:

- All SST and GeoMax service elements will be co-terminus with the 60-month term.
- GeoMax transport added within the last 6 months of the 60-month term may, at the customer's election, be billed at a one-time charge or an increase in monthly rates to reimburse the Company for any costs reasonably incurred. The one-time charge or the value of such rate increase shall not exceed the sum of 12 months of service.
- SST and GeoMax Nodes may be added anytime during the 60-month term and the customer will reimburse the Company through a one-time charge for costs reasonably incurred by the Company when the costs will not be recouped through the rates set forth for the remaining months of the 60-month term.
- SST and GeoMax Node Components added within the last 12 months of the 60-month term will be billed for any costs reasonably incurred, but shall not exceed the sum of 12 months of service.

Upon completion of the 60-month term, the customer may elect to extend this contract for 12-month intervals as many as 5 times. The 12-month extension rate will be 50% off of the 60-month rate except for SST Ports which are 50% off of the month-to-month rate.

(C)
(C)

(M) Certain material previously found on the page can now be found on Page 24-123.

(Filed under Transmittal No. 275.)

Issued: April 7, 2006

Effective: April 8, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005(Cont'd)

Customer may remove service elements subject to the following:

- SST Transport may be removed at any time during the 60-months, regardless of the installation date, and neither a minimum service period nor a TLA will apply.
- GeoMax Transport may be removed at any time during the 60-months, but the customer will be responsible for 100% of the monthly recurring charge for the 12 month period following installation of said transport.
- Nodes and Shelves may be removed at any time during the 60-months, but the customer will be responsible for 100% of the monthly recurring charge for the 12 month period following installation plus 70% of the monthly recurring charge for each subsequent month remaining in the initial term.
- TLA will not apply to the removal of Transport, Nodes or Node Components at any time during the 60-month term when the customer agrees to purchase one or more additional service elements for which the charges will be equal to or greater than 115% of the charges that would have applied for the removed Transport, Nodes or Node Components for the balance of the applicable minimum service period.

Certain Service Level Parameters have been established that are unique to this Contract Tariff and set alternate performance standards. These performance standards include service availability and repair, as well as, Company notification and reporting of service outages and service metrics.

(N)
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(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005(Cont'd)

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

- Customer must have an existing Company SHNS OC192 Ring with 8 Nodes and that has been in service for a minimum of 60 months.
- Customer must purchase a new SST OC192 over a GeoMax System composed of 2 Rings. One Ring must have 8 Nodes and the other Ring must have 2 Nodes.
- Neither of the two GeoMax Rings may exceed 80 miles.
- The Nodes must be located in the following wire centers located in the Minneapolis-St. Paul, Minnesota MSA and the St Cloud, Minnesota MSA: Crystal – CRYSMNCR, Market – STPLMNMK, 7th Avenue – MPLSMN07, Minneapolis – MPLSMNDT and Elk River - EKRVMNER.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-006

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 June 30, 2007 (C)
(C)

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%

(Filed under Transmittal No. 301.)

Issued: November 17, 2006

Effective: November 18, 2006

1801 California Street, Denver, Colorado 80202

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)

(Filed under Transmittal No. 267.)

Issued: January 31, 2006

Effective: February 1, 2006

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)

(Filed under Transmittal No. 267.)

Issued: January 31, 2006

Effective: February 1, 2006

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)

(Filed under Transmittal No. 267.)

Issued: January 31, 2006

Effective: February 1, 2006

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)
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(N)

(Filed under Transmittal No. 267.)

Issued: January 31, 2006

Effective: February 1, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-009

(Z)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-009 (Cont'd)

(Z)

2. Discounts for New SST, SHNS and GeoMax Services

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

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT No. 06-009 (Cont'd)

(Z)

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

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 (TLA) PRICING PLAN RATES	TERMINATION LIABILITY 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.

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-009

(Z)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-010

(Z)

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-011

(N)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC192

CONTRACT AVAILABILITY: Effective from February 2, 2006 through March 2, 2006

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC192 with four Remote Nodes purchased on a 36-month Pricing Plan. All Remote Nodes will be billed at the monthly recurring rates set forth below. All other rate elements and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-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.

Total Discounted Monthly Rates for Four SST OC192 Remote Nodes:

- Monthly Recurring Rates \$35,000.00

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

- The customer must have an existing SHNS OC12 Network
- The customer must have an existing GeoMax System in the Minneapolis, Minnesota MSA
- The four SST Remote Nodes must ride the GeoMax System
- Service must be located in the Minneapolis, Minnesota 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 7, preceding, will apply.

(N)

(Filed under Transmittal No. 268.)

Issued: February 1, 2006

Effective: February 2, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-012

(N)

DESCRIPTION: Contract Renewal of an Existing Synchronous Service Transport (SST) OC12

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of an existing Synchronous Service Transport (SST) OC12 purchased on a 24-month Pricing Plan. All Nodes and Interexchange Mileage will be billed at the monthly recurring rates set forth below. All other recurring rate elements will be billed at the 24-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 24-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.

Total Discounted Monthly Rates for SST OC12 Nodes and Interoffice Mileage:

- Monthly Recurring Rates \$17,792.72

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

- The renewed SST OC12 Circuit locations must be identical to the existing SST OC12 Circuit, hence this is an administrative renewal only.
- The SST OC12 Circuit must complete the full 24-month term or the customer will be billed the difference between the discounted recurring rate and the 24-month recurring rate.
- Service must be located in the Seattle-Bellevue-Everett, Washington MSA and the Tacoma, Washington MSA, specifically the following wire centers: Seattle Main, STTLWA06; Seattle Elliott, STTLWAEL and Tacoma-Fawcett, TACMWAFa.

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)

(Filed under Transmittal No. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-013

(N)

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC12 Circuit with Self-Healing Alternate Route Protection (SHARP)

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC12 circuit with Self-Healing Alternate Route Protection (SHARP) purchased on a 36-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates that are in effect at the time of installation as set forth in Sections 7 and 17, preceding. Exception: The nonrecurring charge for SHARP will be waived. Monthly rates for the entire 36-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.

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

- Service must be located in the in the Seattle-Bellevue-Everett, Washington MSA.
- Service must be a new SST OC12 with SHARP ordered on a 36-month term plan.

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 06-014

DESCRIPTION: Contract for New DS1 and/or DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 1, 2006 through June 30, 2006 (C)

CONTRACT
EXPIRATION DATE: 36-Months or 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for new DS1 and/or DS3 circuits purchased on a 36-month or 60-month Pricing Plan. Discounts for both the DS1 and DS3 Channel Terminations and Transport Channels as 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 Section 17, preceding. Monthly rates for the entire 36-months or 60-months will be frozen from Company-initiated rate changes.

Discounts will be applied as follows:

- 30% Discount on DS1 monthly recurring charges for Services listed in the following wire centers.
 - DS1 Channel Termination

WIRE CENTERS

PTLDOR69 SLKCUTMA

- DS1 Transport Channels (30% Discount applies to services between the following Wire Centers)

WIRE CENTERS

TEMPAZMC	DNVRCOMA	EUGNOR53	SLKCUTWE
PHNXAZEA	DNVRCOSE	MDFDOR33	BLLVWASH
PHNXAZMA	DNVRCODC	PTLDOR13	KENTWAOB
PHNXAZNO	NGLNCOMA	PTLDOR69	OLYMWA02
PHNXAZNE	CLSPCOPV	SALMOR58	STTLWA05
TEMPAZMA	DNVRCOSL	MRRYUTMA	STTLWACA
SCDLAZTH	STPLMNMK	OGDNUTMA	STTLWA03
BLDRCOMA	MPLSMNDT	PROVUTMA	STTLWAEL
DNVRCOCH	BLTNMNNO	SLKCUTMA	STTLWA06
CLSPCOMA	GLVYMNOR	SLKCUTSO	DNVRCOCP
DNVRCOEA			

(Filed under Transmittal No. 280.)

Issued: May 24, 2006

Effective: May 25, 2006

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-014 (Cont'd)

- 35% Discount on DS3 monthly recurring charges for Services listed in the following wire centers.

- DS3 Channel Termination

WIRE CENTERS

TEMPAZMA	PTLDOR69	PHNXAZNO	SLKCUTMA
PHNXAZMA	BOISIDMA		

- DS3 Transport Channels (35% Discount applies to services between the following Wire Centers)

WIRE CENTERS

TEMPAZMC	CLSPCOPV	MPLSMN07	MRRYUTMA
PHNXAZEA	DNVRCOSL	BLTNMNSO	OGDNUTMA
PHNXAZMA	ENWDCOAB	OMAHNENW	PROVUTMA
PHNXAZNO	ARVDCOMA	OMAHNE84	SLKCUTMA
PHNXAZNE	AURRCOMA	OMAHNE90	SLKCUTSO
TEMPAZMA	DNVRCOSO	ALBQNMMA	SLKCUTWE
SCDLAZTH	LKWDCOMA	ALBQNMSM	BLLVWASH
MESAAZMA	BOISIDMA	EUGNOR53	KENTWAOB
SCDLAZMA	BOISIDWE	MDFDOR33	OLYMWA02
BLDRCOMA	STPLMNMK	PTLDOR13	STTLWA05
DNVRCOCH	MPLSMNDT	PTLDOR69	STTLWACA
CLSPCOMA	BLTNMNNO	SALMOR58	STTLWA03
DNVRCOCP	GLVYMNOR	BENDOR24	STTLWAEL
DNVRCOEA	CRYSMNCR	PTLDOR11	STTLWA06
DNVRCOMA	EAGNMNLB	NGLNCOMA	BLLVWAGL
DNVRCOSE	EDPRMNEP	TACMWafa	STTLWACH
DNVRCODC	MPWDMNMA	STTLWADU	

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-014 (Cont'd)

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

- Must be a newly ordered Service under either a 36 month or 60 month fixed period price plan.
- The customer must not be included in the Qwest Regional Commitment Program (RCP).
- Order completion for Services must be within 30 days of the order application date. When order completion is delayed due to Qwest reasons, the order completion date will be extended.
- The service must be available on existing facilities and equipment, and not require additional construction for new facilities.

When the entire service or a portion of the service is disconnected prior to the expiration of the term 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. 06-015

(N)

DESCRIPTION: Contract for the renewal of One Existing Synchronous Service Transport (SST) OC48 Circuit with Self-Healing Alternate Route Protection (SHARP)

CONTRACT AVAILABILITY: Effective from March 8, 2006 through April 8, 2006.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for the renewal of one Synchronous Service Transport (SST) OC48 Circuit with Self-Healing Alternate Route Protection (SHARP), purchased on a 12-month Pricing Plan. The Nodes and SHARP will be billed at a 26% discount off of the 12-month recurring rates set forth in Sections 7 and 17, preceding. This discount applies only to a single renewal order for this SST OC48 with SHARP and will not apply to additional orders for the same or other locations. All other rate elements will be billed at the 12-month recurring rates and all nonrecurring charges will be billed at the 12-month rates as set forth in Sections 7 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

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

- This must be the renewal of an existing SST OC48 Circuit with SHARP located in the Tucson, Arizona MSA
- This must be the renewal of an identical SST OC48 Circuit with SHARP originally ordered on a 36-month Pricing Plan
- This 12-month pricing plan must be ordered within 30 days of the expiration of the 36-month Pricing Plan

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)

(Filed under Transmittal No. 272)

Issued: March 7, 2006

Effective: March 8, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-016

(N)

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from March 8, 2006 through April 8, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for one new Self-Healing Network Service (SHNS) OC12 Ring, purchased on a 36-month Pricing Plan. The Nodes, Interoffice Mileage and CO DS3/DS1 Multiplexer (MUX) will be billed at the discounted rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the 36-month rates set forth in Sections 7 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 Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Monthly Rates for the Nodes, Interoffice Mileage for the SHNS OC12 and the CO DS3/DS1 MUX, as well as, Non-discounted Monthly Rates for the other SHNS OC12 rate elements established at the time of Installation:

- Monthly Recurring Rates \$15,750.00

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

- This must be one SHNS OC12 Ring located in the Seattle, Washington MSA
- The SHNS OC12 Ring must be comprised of at least: 2 – Hub Nodes, 2 – Premise Nodes, 2 - OC3 Access Ports, 5 – DS3 Access Ports and 2 – DS3 Hub Ports
- The customer must purchase, concurrently, a minimum of 14 Company-provided ISDN PRS/DSS Circuits in Seattle, Washington

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)

(Filed under Transmittal No. 272.)

Issued: March 7, 2006

Effective: March 8, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-017

(N)

DESCRIPTION: Contract for Migration from an Existing DS3 CAP with a Synchronous Service Transport (SST) CO12 Circuit

CONTRACT AVAILABILITY: Effective from March 8, 2006 through April 8, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for migration from an existing DS3 CAP with a Synchronous Service Transport (SST) OC12 Circuit, purchased on a 36-month Pricing Plan. The Nodes, CO DS3 Ports, Remote DS3 Ports and the Central Office Connection Channel (COCC) will be billed at the discounted rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Monthly Rates for the SST OC12 Nodes, CO DS3 Ports, Remote DS3 Ports and the Central Office Connection Channel (COCC):

- Monthly Recurring Rates \$4,513.60

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

- SST OC12 Circuit must be migrating from a DS3 CAP Service

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. 06-018

DESCRIPTION: Contract for the Replacement of 27 DS1 Circuits with a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from April 8, 2006 through May 8, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the replacement of 27 DS1 circuits with a Self-Healing Network Service (SHNS) OC12 Ring, purchased on a 36-month Pricing Plan. The recurring monthly rates will be billed discounted 36-month rates as set forth below. Nonrecurring rates associated with the migration from 27 DS1 circuits to a SHNS OC12 will be waived. 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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC12:

- Monthly Recurring Rates \$19,503.00[1] (I) (T)

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

- This SHNS OC12 must be a replacement of the customer's existing 27 DS1 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 15, preceding, will apply.

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

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-018 (Cont'd)

(N)

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

EFFECTIVE DATE: July 7, 2006

AMENDMENT

AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

This contract amendment provides for the migration of three DS3 Private Line circuits, two DS1 Private Line circuits and one Frame Relay circuit to ride the existing Self-Healing Network Service. This amendment is coterminous with the existing contract service and will terminate at the same time. The nonrecurring charges for the reconfiguration will be waived.

Additional Discounted Monthly Rates for the SHNS OC12:

- Monthly Recurring Rates \$1,725.00
- The customer is subject to the terms and conditions of the aforementioned contract unless specifically addressed in this amendment.

(N)

(Filed under Transmittal No. 285.)

Issued: July 6, 2006

Effective: July 7, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-019

DESCRIPTION: Contract for the Renewal of Two Synchronous Service Transport Service (SST) OC3 Nodes

CONTRACT AVAILABILITY: Effective from April 8, 2006 through May 8, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for the renewal of two Synchronous Service Transport (SST) Service OC3 Nodes, purchased on a 36-month Pricing Plan. The SST Nodes will be billed discounted monthly recurring rates as set forth below. All other recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding.

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 SST Nodes:

- Monthly Recurring Rates \$2,514.20

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

- Customer's service must be located in the Seattle-Bellevue-Everett, WA MSA: Bellevue Glencourt BLLVWAGL and Seattle Main STTLWA06.
- The facilities for the SST OC3 Nodes exist and this service will be used in conjunction with a SHNS.

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. 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

(Filed under Transmittal No. 315.)

Issued: March 22, 2007

Effective: March 23, 2007

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.

(Filed under Transmittal No. 315.)

Issued: March 22, 2007

Effective: March 23, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-021

DESCRIPTION: Contract for a new 3-Node Self-Healing Network Service (SHNS) OC48 Ring

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

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new 3-Node Self-Healing Network Service (SHNS) OC48 Ring, purchased on a 36-month Pricing Plan at rates set forth in Sections 15 and 17 preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

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

- Customer's service must be located in the Greeley, CO MSA
- Customer's 3-Node SHNS OC48 Ring must bill a minimum of \$34,000 per month.

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)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-022

DESCRIPTION: Contract for a new Synchronous Service Transport (SST) OC3 Circuit

(N)

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

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new Synchronous Service Transport (SST) OC3 circuit, purchased on a 60-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. 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.

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

- Customer must order and maintain a minimum of 35 – DS1 Ports for use with the SST OC3 over the 60-month Term.

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. 06-023

(N)

DESCRIPTION: Renewal of a DS3 Circuit

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract is for the renewal of a DS3 Circuit, purchased on a 60-month Pricing Plan, at discounted rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for the DS3 Circuit:

- Monthly Recurring Rates \$1,541.64

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

- Customer must be Federal Government
- Service must have a Channel Termination located at Peterson AFB
- Existing DS3 60-month Pricing Plan must have expired
- A portion of the service must be located in the Colorado Springs, Colorado MSA

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-024

(N)

DESCRIPTION: Renewal of a Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract is for the renewal of a Synchronous Service Transport (SST) OC12 Circuit, purchased on a 60-month Pricing Plan, at discounted rates set forth below. 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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the SST OC12 Circuit:

- Monthly Recurring Rates \$6,552.48

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

- Customer must be Federal Government
- Existing SST OC12 60-month Pricing Plan must have expired
- A Central Office Node must be located in the Denver, Colorado MSA; Aurora AURRCOMA

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-025

(N)

DESCRIPTION: Renewal of a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for the renewal of a Self-Healing Network Service (SHNS) OC48 Ring, purchased on a 36-month Pricing Plan, at discounted rates set forth below. 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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC48 Ring as Initially Installed:

- Monthly Recurring Rates \$46,386.00

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

- Customer must have an existing SHNS OC48 Ring with a 36-month pricing plan that has recently expired or is about to expire.
- Customer's expiring contract must have a monthly spend equal to or greater than \$46,386.00.
- Renewal of this existing SHNS OC48 Ring must not require the Company to spend incremental capital.

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 only for the first 12-months of the 36-month contract.

(N)

(Filed under Transmittal No. 278.)

Issued: May 12, 2006

Effective: May 13, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-026

(N)

DESCRIPTION: Contract for a new DS1 Circuit

CONTRACT AVAILABILITY: Effective from May 13, 2006 through June 13, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new DS1 Circuit, purchased on a 60-month Pricing Plan, at the discounted rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounted Monthly Rates for the DS1 Circuit:

- Monthly Recurring Rates \$180.00

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

- Customer must be Federal Government
- Service must be located in the Phoenix-Mesa; Arizona MSA, Gilbert MESAAZMA

Minimum Service Period and TLA will not apply should the customer terminate service during anytime of the contract.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-027

(N)

DESCRIPTION: Contract for new GeoMax Services.

CONTRACT AVAILABILITY: Effective from May 25, 2006, through June 25, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for new GeoMax Services purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$70,656.35

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

- Customer's service must be located in the Tucson, Arizona MSA; Southeast TCSNAZSE and Benson, AZ; BNSNAZMA
- Customer's contract must have a minimum spend of \$70,000.00 monthly and \$2,500,000.00 over the life of the Agreement.

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. 06-028

(N)

DESCRIPTION: Contract for a new Synchronous Service Transport (SST) OC3 Circuit

CONTRACT AVAILABILITY: Effective from May 25, 2006, through June 25, 2006.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new Synchronous Service Transport (SST) OC3 circuit, purchased on a 12-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes. All nonrecurring rates will be waived as long as the customer meets all the terms and conditions of this contract. If the circuit is terminated or cancelled prior to the conclusion of the Term, the customer will be required to repay within thirty days of the termination the full amount of the waived nonrecurring charges

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.

Monthly Rates for the SST OC3 Circuit as Initially Installed:

- Monthly Recurring Rates \$5,018.75

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

- Customers must replace an existing DS3 Private Line with an OC3 SST Private Line.
- All facilities must already be in place including Self Healing Alternate Route Protection (SHARP) and there must be no interoffice mileage in the circuit.

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. 06-029

DESCRIPTION: Contract for a new Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from August 12, 2006, through September 12, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new Self-Healing Network Service (SHNS) with an OC48 Bandwidth, purchased on a 60-month Pricing Plan. The monthly recurring nodes and interoffice transport mileage charges will be available at 30% less than the 60-month term plan rates set forth in Sections 15 and 17, preceding. Monthly rates for the entire 60-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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The customer will accept the service before the SHNS ring is completed. From the date the customer accepts the service until the SHNS ring is completed the customer will:

- Pay the service rates as though the service was complete and,
- Will not be entitled to any out of service credits for service outages and,
- Releases and discharges the Company from all liabilities and claims whatsoever arising out of the customer's use of the incomplete service.

(N)

(N)

(M)

(M) Certain material previously found on this page can now be found on Page 24-166.1.

(Filed under Transmittal No. 289.)

Issued: August 11, 2006

Effective: August 12, 2006

1801 California Street, Denver, Colorado 80202

FCC2006-040

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-029 (Cont'd)

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

- The customer's new service must be located only in the Portland, Oregon MSA; Belmont, PTLDOR13 and Salem, Oregon MSA; Salem, SALMOR58.
- The customer's new SHNS OC48 System must consist of 3 nodes and 90 interoffice miles purchased on a 60-month Pricing Plan.

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.

(M)

(M)

(M) Certain material on this page formerly appeared on Page 24-166.

(Filed under Transmittal No. 289.)

Issued: August 11, 2006

Effective: August 12, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-030

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from June 5, 2006, through July 5, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) with an OC48 Bandwidth, purchased on a 60-month Pricing Plan at the recurring rates set forth below. This contract includes eight OC3 ports, eighty-four DS1 Ports and eighteen DS3 ports. The All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 15 and 17, preceding. Monthly rates for the entire 60-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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC48:

- Monthly Recurring Rates \$46,915.54

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

- The customer must be upgrading two existing SHNS OC12 Rings to two SHNS OC48 Rings with the same Hub and CO locations.
- The rings must be in the Salt Lake City – Ogden, Utah MSAs; Main SLKCUTMA and Kearns KRNSUTMA and the Portland – Vancouver, Oregon MSAs; Capital PTLDOR69, Atlantic, PLTDOR12 and Belmont PLTDOR13.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-031

DESCRIPTION: PRIVATE LINE CONTRACT

CONTRACT AVAILABILITY: Effective from June 6, 2006, through July 6, 2006.

CONTRACT
EXPIRATION DATE: 6-Months

AVAILABLE MSAS: MSAs identified in Section 23

- A. This contract provides a 6-month incentive associated with the customer's aggregated revenue commitment for Private Line Services. This contract will commence on the effective date of this tariff and will continue with the Contributory Services until December 6, 2006.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

B. Terms and Conditions

1. When this contract becomes effective the customer must meet the minimum and maximum circuit requirements specified in C.7., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charge Commitment. If the customer ordered Contributory Services prior to the Effective Date, only those Contributory Charges generated after the effective date of this contract will apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide a 6-month incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-031 (Cont'd)

C. 6-Month Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive a 6-month incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 8., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the Minimum Contributory Charge Commitment.
3. The customer must have had annual incentive plans during the last three years prior to this contract that have expired and were comparable to this contract.
4. The 6-month incentive is applied during the term of this contract against the eligible Contributory Charges for Contributory Services within any Phase I or Phase II MSAs.
5. The 6-month incentive is only credited to customers with no monthly charges in arrears.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-031

C. 6-Month Incentive and Circuit Requirements (Cont'd)

6. The 6-month incentive is calculated using the incremental revenue that exceeds the Minimum Contributory Charge Commitment. Revenue exceeding the Maximum Contributory Charge amount is not eligible for the 6-month incentive.

The formula is: 6-month incentive = (Either the 6-month Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x applicable 6-month incentive percentage.

For example, at the end of the term the customer exceeds the 6-month Minimum Contributory Charge but, does not exceed the 6-month Maximum Contributory Charge amount. The Actual Contributory Charge achieved is 35,500,000.00. The Minimum Contributory Charge of \$28,995,924.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$6,504,076.00. Using the information provided in 8., following, the associated incentive percentage for this example is 30%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge and the 6-month incentive equals \$1,951,222.00.

$$(\$35,500,000.00 - \$28,995,924.00) \times 30\% = \$1,951,222.00$$

7. Minimum and Maximum Circuit Requirements on the effective date of this contract.

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	11,000	12,500
DS3	40	60

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-031

C. 6-Month Incentive and Circuit Requirements (Cont'd)

8. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$28,995,924.00	\$36,244,904.00

The Incentive Percentage is determined as shown below.

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$28,995,924.00 - \$31,895,516.00	15%
31,895,517.00 - 33,345,312.00	20%
33,345,313.00 - 34,795,108.00	25%
34,795,109.00 - 36,244,904.00	30%

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-032

(N)

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$11,849.54

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

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMPАЗMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-033

(N)

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$12,130.00

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

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMPАЗMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-034

(N)

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$12,011.40

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

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMPАЗMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-035

(N)

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes and Gigabit Ethernet Unprotected Ports will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes and Gigabit Ethernet Unprotected Ports:

- Monthly Recurring Rates \$11,451.00

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

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMPАЗMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-036

(N)

DESCRIPTION: Contract for Two New GeoMax Rings

CONTRACT AVAILABILITY: Effective from June 6, 2006 through July 6, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for two new GeoMax rings, purchased on a 36-month Pricing Plan. The Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage will be billed discounted 36-month rates set forth below. All other recurring rates and all nonrecurring rates will be billed at the month-to-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

The minimum service period for this offering will be 24 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period will apply.

Discounted 36-Month Rates for the Premise Nodes, Gigabit Ethernet Unprotected Ports, and Interoffice Transport Mileage:

- Monthly Recurring Rates \$13,587.00

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

- Customer must spend at least \$300,000 per month in Company services.
- Customer must purchase at least one GeoMax ring located in the Phoenix-Mesa, AZ MSA: Chandler Main CHNDAZMA and Tempe TEMPАЗMA.

Customer may terminate the GeoMax rings any time after the first 24 months without incurring TLA.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-037

(N)

DESCRIPTION: Contract for a new Synchronous Service Transport (SST) OC24 Circuit

CONTRACT AVAILABILITY: Effective from June 22, 2006, through July 22, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one new Synchronous Service Transport (SST) OC24 circuit, purchased on a 60-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates set forth below. 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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Rates for the SST OC24 Circuit as Initially Installed:

- Monthly Recurring Rates \$31,616.80
- Nonrecurring Rates \$8,500.00

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

- Customer must be located in the Phoenix – Mesa, Arizona MSA; Thunderbird SCDLAZTHDS0.
- Customer's contract must have a minimum spend of \$1,688,988.00 over the life of the 60-month period.
- Customer must maintain a minimum of 15 DS3 Ports and 58 DS1 for use with the service during the 60-month period.

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. 06-038

(N)

DESCRIPTION: Contract for a Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from June 22, 2006, through July 22, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a new Synchronous Service Transport (SST) OC12 circuit, purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding,

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 SST OC12 Circuit as Initially Installed:

- Monthly Recurring Rates \$11,528.09

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

- Customers must replace an existing OC3 SST Private Line with an OC12 SST Private Line.
- Service must be located in the Denver, Colorado MSA and the Denver - Boulder, Colorado MSA, specifically the following wire centers: Denver Main, DNVRCOMA and Aberdeen, ENWDCAAB.

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. 06-039

(N)

DESCRIPTION: Contract for GeoMax and Synchronous Service Transport (SST) OC48 Service.

CONTRACT AVAILABILITY: Effective from June 22, 2006, through July 22, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a GeoMax Ring and SST OC48 Services purchased on a 60-month Pricing Plan. The monthly recurring node charges will be available at 30% less than the 60-month term plan rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. All other rate elements and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

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 at 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's new service must be located in the Portland - Vancouver, Oregon MSAs.
- The customer's service must consist of a GeoMax Ring of 4 nodes and 13 interoffice miles and five OC48 SST nodes.

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. 06-040

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for renewal of a Self-Healing Network Service (SHNS) with an OC48 Bandwidth, purchased on a 36-month Pricing Plan, at the recurring rates set forth below. All nonrecurring charges will be billed at the respective 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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC48 nodes and mileage:

- Monthly Recurring Rates \$59,124.00

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

- The customer must install at least two new OC48 nodes to an existing SHNS ring.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-041

DESCRIPTION: Contract for one GeoMax Ring.

CONTRACT AVAILABILITY: Effective from July 7, 2006, through August 7, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one GeoMax OC48 Ring purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$24,983.50[1] (I) (T)

For additions to the GeoMax Service, the customer will receive the same GeoMax discount from the tariffed 36-month rates in effect on the date of the agreement until 12-months prior to the expiration of the initial 36-month term.

For any new ports and/or nodes added to the GeoMax Service after 24-months from the effective date the customer will be billed 2.5 times the current discounted rates received by the customer.

For any new ports and/or nodes added during an Option Term the customer will receive the contract discount off the tariffed 12-month rates.

In the event the customer chooses to sign a 36-month term GeoMax service ordered in the last year of the thirty-six month term, the customer will receive the contract discount from the tariffed 36-month rates in effect on the date of the new agreement.

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

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-041 (Cont'd)

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

- The customer must be renewing an existing and already installed GeoMax Ring in the Seattle, Washington MSAs.
- The customer must have at least one other GeoMax Ring already existing and installed in the Seattle, Washington MSAs.

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.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

EFFECTIVE DATE: December 16, 2006

AMENDMENT

AVAILABILITY: Effective from December 8, 2006, through, January 8, 2007.

This contract amendment is for a new Premise Node, two Additional Shelves, and two GigE Ports added to the existing GeoMax service. These additional components are added to and constitute part of the existing agreement and the existing service. This amendment is coterminous with the existing contract service and will terminate at the same time. The nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Additional Discounted Monthly Rates for the GeoMax Service

- Monthly Recurring Rates \$6,844.00

The customer is subject to the terms and condition of the aforementioned contract unless specifically addressed in this amendment.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-042

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from July 21, 2006, through August 20, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a 3-Node Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 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 Greeley, CO MSA.
- The customer's 3-Node SHNS OC12 Ring must bill a minimum of \$19,500.00 per month.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-043

DESCRIPTION: GeoMax Service with an Overlay of Synchronous Service Transport (SST) OC12.

CONTRACT AVAILABILITY: Effective from November 1, 2006, through December 1, 2006. (C)
(C)

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for one GeoMax Service with an overlay of Synchronous Service Transport (SST) OC12 circuits purchased on a new 60-month Pricing Plan. The GeoMax Service with the SST OC12 overlay will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Section 7 and 17, preceding. 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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for one GeoMax Services with an Overlay of SST OC12 Circuits:

- Monthly Recurring Rates \$71,213.03 (I)

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

- Customer's service must be located in the Minneapolis-St. Paul, MN MSA, 7th Avenue, MPLSMN07 and Minneapolis, MPLSMNDT.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-043 (Cont'd)

- The customer must upgrade an existing SHNS service to a new GeoMax/SST Service with five premise nodes and two CO nodes and sign a new 60-month term agreement.

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. 06-044

(N)

DESCRIPTION: GeoMax Services

CONTRACT AVAILABILITY: Effective from July 21, 2006, through August 21, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This is a contract for two GeoMax Services purchased on a new 36-month Pricing Plan. The GeoMax Services will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 36-month rates set forth in Section 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Discounted Monthly Rates for two GeoMax Services:

- Monthly Recurring Rates \$16,050.00

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

- The customer's service must be located in the Portland-Vancouver, OR MSA: Capital, PTLDOR69.
- The service configuration must consist of two premise nodes, two 10 Gigabit Ethernet Ports and two 2.125 GIG Fiber Channel Ports.
- The customer's total spend over the 36-month term must be a minimum of \$577,800.00

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. 06-045

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC12 Ring

CONTRACT AVAILABILITY: Effective from August 12, 2006, through September 12, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a 3-Node Self-Healing Network Service (SHNS) OC12 Ring purchased on a 60-month Pricing Plan at discounted rates 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: 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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC12 Ring as Initially Installed:

- Monthly Recurring Rates \$7,548.70

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

- The customer must replace an existing, expiring system.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-046

(N)

DESCRIPTION: Contract for One Existing Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from August 12, 2006, through September 12, 2006

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one existing Self-Healing Network Service (SHNS) OC48 System, purchased on a 12-month Pricing Plan. All rate elements will be billed at the recurring rates set forth below. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Recurring Rates for 1 SHNS OC48 System:

- Monthly Recurring Rates \$23,580.00

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

- Service must be in the Denver, Colorado MSA
- Customer must have an existing SHNS OC48 System currently on a 12-month Pricing Plan.
- Upon the expiration of the aforementioned SHNS OC48 12-month Pricing Plan, this new 12-month Pricing Plan will go into effect

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. Upon completion of month 9 of the 12-month term the TLA charges will be waived.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-047

(N)

DESCRIPTION: Contract for the Renewal of Three DS3 Circuits

CONTRACT AVAILABILITY: Effective from August 12, 2006, through
September 12, 2006

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of 3-DS3 circuits purchased on a 24-month Pricing Plan as set forth in Sections 7 and 17, preceding. The DS3 circuits will be billed at the discounted monthly recurring rates set forth below. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

Discounted Recurring Rates for three DS3 Circuits:

- Monthly Recurring Rates \$9,277.02

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

- Service must be in the Denver - Boulder, Colorado MSA; Denver Main, DNVRCOMA and Longmont Main, LGMTCOMA.
- Customer must have completed 60-month Pricing Plans for at least three DS3.

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. 06-048

(N)

DESCRIPTION: Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from September 12, 2006, through October 12, 2006.

CONTRACT
EXPIRATION DATE: 6-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for a Synchronous Service Transport (SST) OC3 circuit purchased on a 12-month Pricing Plan. The SST OC3 will be billed at the tariffed 12-month recurring rates and all nonrecurring charges will be billed at the respective 12-month rates set forth in Section 7 and 17, preceding. Monthly rates for the 6-month term will be frozen from Company-initiated rate changes. Service will not renew and will automatically terminate upon expiration of the 6-month term.

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

Monthly Rates for a SST OC3 Circuit:

- Monthly Recurring Rates \$4,064.00
- Nonrecurring Rates \$14.00

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

- The customer's SST Service is provided as a temporary alternative service for use during implementation of GeoMax service ordered at the same locations under an existing contract.
- The SST Service must be provisioned on the existing fiber distribution panel and utilize either an unprotected, concatenated OC3 fiber pair or a 4-fiber OC3 without remote protection equipment.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-048 (Cont'd)

When the entire service or a portion of the service is disconnected prior to the expiration of the third month of the term then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply. If the entire or a portion of the service is disconnected after the third month of the term then the TLA will be waived.

(N)
—
(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-049

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from September 12, 2006, through October 12, 2006.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 12-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 12-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC12 Circuit:

- Monthly Recurring Rates \$19,874.08

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

- The customer must commit to a total spend of \$29,164.08 per month for 12 months.
- The customer must renew the contract for an additional 12-months term and continue to meet the total spend of \$29,164.08 per month for the locations listed below.
- The customer's service must be located in the Denver, CO 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)

(Filed under Transmittal No. 292.)

Issued: September 11, 2006

Effective: September 12, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-050

(N)

DESCRIPTION: Contract for one GeoMax Ring.

CONTRACT AVAILABILITY: Effective from September 26, 2006, through October 26, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a GeoMax Ring purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding. All nonrecurring charges will be billed at the respective tariffed rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Discounted 36-Month Rates for a GeoMax Ring as Initially Installed:

- Monthly Recurring Rates \$69,331.50

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

- The customer must have a minimum spend of \$69,000.00 per month and \$2,400,000.00 over the life of the Agreement.
- Customer's service must be located in the following Minnesota – St. Paul MSA: Minneapolis MPLSMNDT, Park Row NSPLMNPR, Anoka, ANOKMNAN, West St. Paul, WSPLMNWS and Coon Rapids, Minnesota MSA CNRPMNND. The customer must also have service in the Big Lake, Minnesota MSA BGLKMNXA26G.

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. 06-051

(N)

DESCRIPTION: Contract for Broadcast Video Service.

CONTRACT AVAILABILITY: Effective from September 26, 2006, through October 26, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Broadcast Video Service purchased on a 36-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding. All nonrecurring charges will be billed at the respective tarified rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Discounted 36-Month Rates for a Broadcast Video Service as Initially Installed:

- Monthly Recurring Rates \$3,221.40

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

- The customer must be migrating from the Company's Commercial Video Service to Broadcast Video Service.
- The customer's Channel Termination per point must be Video Channel non-diplexed with four audio, 10TV6-15A.
- Customer's Transport Channel per mile must be 25 to 50 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. 06-052

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from September 26, 2006, through October 26, 2006.

CONTRACT
EXPIRATION DATE: 24-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 ring purchased on a 24-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 24-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at tariffed rates set forth in Sections 15 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and are not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed at the current month-to-month port rates, both recurring and nonrecurring as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC12 ring:

- Monthly Recurring Rates \$28,635.60

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

- The customer must be renewing an existing SHNS ring where facilities already exist.
- The customer's service must be located in the following Minneapolis - St. Paul MSA: Orchard GLVYMNOR, Minneapolis MPLSMNDT and Market STPLMNMK.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-053

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from October 13, 2006, through November 12, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan set forth in Sections 15 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC12 Circuit:

- Monthly Recurring Rates \$13,951.20

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

- The customer must be an existing customer with an OC3 SHNS agreement that has completed an original term of not less than five years with an additional 24 months renewal upon execution of this agreement.
- The customer must have existing access to OC12 SHNS facilities but, have not used the entire OC12 SHNS bandwidth.
- The customer's service must be located in the following Arizona wirecenters: Mesa MESAAZMA, Phoenix Main PHNXAZMA and Chandler West CHNDZWE.

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)

(Filed under Transmittal No. 296.)

Issued: October 12, 2006

Effective: October 13, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-054

(N)

DESCRIPTION: Synchronous Service Transport (SST) OC3

CONTRACT AVAILABILITY: Effective from October 13, 2006, through November 12, 2006.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the addition of a new Synchronous Service Transport (SST) OC3 Central Office Node purchased on a 36-month Pricing Plan set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived. The new service will be coterminous with an existing SST OC12 and will terminate at the same time as the existing SST OC12.

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

The discounted monthly rates for a SST OC3 Central Office Node:

- Monthly Recurring Rates \$1955.00

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

- The customer's must be adding an SST OC3 Central Office Node to an existing SST OC12 Service. The new Central Office Node will be coterminous with the existing service, terminate at the same time as the existing service and will be subject to the terms and conditions of the existing service.

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. 06-055

(N)

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) and GeoMax Service

CONTRACT AVAILABILITY: Effective from October 13, 2006, through November 12, 2006.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for renewal of two Self-Healing Network (SHNS) rings with an OC12 Bandwidth and two new GeoMax Rings which include twelve Gigabit ethernet ports. These services are purchased on a 60-month Pricing Plan at the recurring rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7, 15 and 17, preceding. Monthly rates for the entire 60-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 current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted monthly rates for the SHNS OC12 and GeoMax rings:

- Monthly Recurring Rates \$52,771.60

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

- The customer must renew two existing SHNS OC12 Rings at the existing locations.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-055

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

- In addition, the customer must install two GeoMax rings.
- The customer must have a minimum spend of \$52,000.00 per month and the spend over the length of the term must be greater than \$3,050,000.00.
- The SHNS and GeoMax rings must be in the Salt Lake City – Ogden, Utah MSAs; Main SLKCUTMA and Kearns KRNSUTMA and the Portland – Vancouver, Oregon MSAs; Capital PTLDOR69, Atlantic, PLTDOR12 and Belmont PLTDOR13.

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 Sections 7 and 15, preceding, will apply.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-056

(N)

Description: Contract for a Self-Healing Network Service (SHNS)

Contract Availability: Effective from October 24, 2006, through November 23, 2006.

Contract
Expiration Date: 36-Months

Available MSAs: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 15 and 17, preceding.

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for a SHNS OC48 Circuit:

- Monthly Recurring Rates \$62,400.00

Provided the customer is in compliance with the obligation of the Agreement the customer will receive the following three Usage Credits; (1) \$50,000.00 in month 12, (2) \$125,000.00 in month 24, and (3) \$125,000.00 in month 36. The Usage Credit will be applied to the customer's Qwest interstate usage charges in the 12th, 24th and 36th billing periods following the effective date of the Agreement. In no event will a Usage Credit exceed the sum of the customer's Qwest interstate usage charges in the applicable monthly billing period.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-056 (Cont'd)

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

- The customer must renew an existing SHNS OC48 ring which has been installed for 5 years.
- The customer's service must be located in the following Colorado wirecenters: Littleton LTTNCOHL, Denver Main DNVRCOMA, Golden GLDNCOMA, Boulder BLDRCOGB, Northglenn NGLMCOMA and Drycreek DNVRCODC.
- The customer must enter into a Master Service Agreement that includes a minimum of 971 Business Access Lines.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-057

(N)

Description: Contract for a DS3 Private Line, Synchronous Service Transport Service (SST) and Self-Healing Network Service (SHNS)

Contract Availability: Effective from October 24, 2006, through November 23, 2006.

Contract
Expiration Date: 36-Months

Available MSAs: MSAs identified in Section 23

This contract is for one DS3 Private Line, one Synchronous Service Transport Service (SST) OC3 Node, and one Self-Healing Network Service (SHNS) OC12 Ring purchased on a 36-month Pricing Plan. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 7, 15 and 17, preceding.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for an initial period of 12 months by notifying the Company in writing of their intent to do so.

Exception: SHNS and 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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding.

The discounted monthly rates for the DS3 Private Line, SST OC3 Node and SHNS OC12 Ring:

- Monthly Recurring Rates \$14,845.12

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

- The customer must renew service where facilities already exist in the following North Dakota wirecenters: Fargo FARGNDKFHO1, Fargo FARGNBC and West Fargo WFRGNDBC.

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 and 15, preceding, will apply.

(N)

(Filed under Transmittal No. 298.)

Issued: October 23, 2006

Effective: October 24, 2006

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-058

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from October 24, 2006, through November 23, 2006.

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 12-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 12-months will be frozen from Company initiated rate changes and all nonrecurring rates will be waived.

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Monthly Rates for the SHNS OC48 Ring as Initially Installed:

- Monthly Recurring Rates \$33,684.72

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

- The customer must be an existing customer with an OC48 SHNS agreement that has completed on an original term of not less than 60 months with an additional 12 month renewal.
- The customer's service must be located in the following Arizona wirecenters: Phoenix North, PHNXAZNO and Phoenix Main, PHNXAZMA.
- The service configuration must consist of five nodes, comprised of two hub nodes and three access nodes.

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)

(Filed under Transmittal No. 298.)

Issued: October 23, 2006

Effective: October 24, 2006

1801 California Street, Denver, Colorado 80202

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-059

(N)

DESCRIPTION: New DS3 Circuits in Arizona Phase II Wire Centers

CONTRACT AVAILABILITY: Effective from January 1, 2007 through June 30, 2007

CONTRACT
EXPIRATION DATE: 36- and 60-Months

AVAILABLE MSAS: Phase II MSAs as identified in Section 23

This contract tariff is for new DS3 Circuits that are located in the state of Arizona and purchased on a 36- or 60-month pricing plan. Eligible customers will receive a 35% Discount on Channel Terminations and Transport Channel Mileage off of the respective pricing plan they choose as set forth in Section 17, preceding.

Monthly rates for all other rate elements will be billed at the associated pricing plan rates as set forth in Section 17, preceding. All monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes. The nonrecurring charge for the entire service will be waived.

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

- This is only available for new DS3 Circuits
- Both the originating and terminating Channel Terminations must be located in an Arizona Phase II wire center.

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. 06-060

(N)

DESCRIPTION: Contract for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), GeoMax and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from December 1, 2006 through January 1, 2007

CONTRACT
EFFECTIVE DATE: December 1, 2006

CONTRACT
EXPIRATION DATE: 36-Months

Available MSAs: Phase I and Phase II, as defined in Section 23

This contract tariff is for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), GeoMax and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 60-month Pricing Plan Rates. All recurring and nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7, 15 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

- 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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any shortfall charge or Termination Liability, so long as the Revenue Commitment set forth below, is met and any associated nonrecurring revenue charges disclosed to the customer in advance are paid.

GeoMax Service is covered under this contract as well and will be billed at 30% of the 60-month pricing plan rate over the 36-month period with a 36-month minimum service period. Special Construction Charges will apply when there is an additional funding requirement in order to provide service.

(N)

(Filed under Transmittal No. 304.)

Issued: November 30, 2006

Effective: December 1, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-060 (Cont'd)

(N)

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST, GeoMax and SHNS Contract Offer:

- The customer must commit to purchasing at least \$50,000,000 of Contributory Services over 36-months. Contributory Services include Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), GeoMax, Self-Healing Network Service (SHNS), Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, Frame Relay Service (FRS), LAN Switching Service, ATM and Metro Optical Ethernet (MOE). Both recurring and nonrecurring charges will apply to the revenue commitment.
- No more than 50% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff. The customer shall not incur any Termination Liability, shortfall or cancellation penalties under any existing agreements that are replaced or superceded by this Contract. In addition any existing services that have a minimum service period and are services that will move under this Contract, shall be able to count time in service toward the satisfaction of the applicable minimum service period under this Contract.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$50,000,000 commitment within the first 36-months:
 - The customer must notify the Company in writing of their intent to renew this Contract for an additional 1 or 2 years. The revenue commitment for the respective renewal will be equivalent to the prorata portion of the \$50,000,000.
 - The Contract may be automatically extended on the same terms and conditions, but excluding the revenue commitment, for a period of 270 days or for a longer period mutually agreed upon by the customer and the Company.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-060

(N)

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer(Cont'd):

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If at the end of the 36-month term the customer has not met the \$50,000,000 commitment then:

If the customer fails to meet the revenue commitment, the Company at its sole option, may assess a shortfall charge in an amount equal to 60% of the difference between the revenue commitment and the actual amounts billed and paid for during the thirty-six month period.

- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-061

(N)

DESCRIPTION: Contract for new and existing DS1 Services

CONTRACT AVAILABILITY: Effective from December 1, 2006, through January 1, 2007

CONTRACT
EXPIRATION DATE: September 15, 2008

AVAILABLE MSAS: All Phase I and II MSAs identified in Section 23

This contract tariff is for new and existing DS1 Circuits purchased at 60-month Pricing Plan rates in effect as of December 1, 2006. All monthly rate elements for the DS1s will be available for a 10% discount of the 60-month Pricing Plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes. All nonrecurring charges for new DS1s will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

DS1 Circuits may be added at any time under this Agreement. New DS1s added after the effective date of this Agreement will be coterminous with the Contract Expiration Date.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for a 12-month period by notifying the Company in writing of its intent to do so. The customer may extend the Agreement a total of three times under the rates of this initial contract.

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

- The customer must be a Federal Government agency.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-062

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) Ring

CONTRACT AVAILABILITY: Effective from December 16, 2006, through January 16, 2007.

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) ring with an OC192 Bandwidth, purchased on a 60-month Pricing Plan. The monthly recurring charges for nodes and interoffice transport mileage will be available at 55% less than the rates set forth in Sections 15 and 17, preceding. The discount for the nodes and mileage applies only to a single order specified in this Agreement and will not apply to additional orders in the same or other locations. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: DS3 hub ports and OC12 Ring Mux Ports are not available under fixed period pricing plan rates and will be billed at the current month-to-month port rates, both recurring and nonrecurring, as set forth in Sections 7, 15 and 17, preceding. OC12 Ring Mux Ports added to the OC192 SHNS ring and in service during the 60-month Pricing Plan term will be available at 55% less than the month to month rates.

(C)
|
(C)

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

- The customer's service must be located in the Phoenix, Arizona MSA.
- The customer's service must be an upgrade to an existing OC-48 SHNS ring that the customer has had in place for at least five years.
- The customer's service must include mileage of at least 85 miles.
- The customer's service must include eight or more nodes.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-063

(N)

DESCRIPTION: Contract for GeoMax and SST Service

CONTRACT AVAILABILITY: Effective from December 15, 2006, through January 15, 2007.

CONTRACT
EXPIRATION DATE: 48-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract is for a GeoMax Service with an SST overlay purchased on a 60-month Pricing Plan. The monthly recurring charges for will be available at 30% less than the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 48-month term will be frozen from Company-initiated rate changes. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

For additions or changes to the GeoMax Service, the customer will receive the same GeoMax discount through and including the twenty-fourth month of the Agreement and these additions or changes will be subject to all terms of the Agreement. Such additions or changes will be coterminous with the existing service.

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

- The customer must spend over \$200,000.00 a month with the Company.
- The customer must be replacing an existing OC12 SHNS ring with a GeoMax Service in Salt Lake City, Utah, or a GeoMax Service with an SST Overlay in Boise, Idaho.
- The customer must have an existing GeoMax Service in place in Minneapolis, Minnesota.
- Customer's service must be located in the Murray and Salt Lake City - West, Utah MSAs MRRYUT24 and SLKCUTWE, Boise - Main and Boise -West, Idaho MSA's BOISIDMA, and BOISIDWE.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-064

DESCRIPTION: Contract for GeoMax and SST Service

CONTRACT AVAILABILITY: Effective from March 9, 2007, through
April 9, 2007.

(C)
(C)

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

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

Discounted Monthly Rates for one GeoMax Service and one SST Service:

- Monthly Recurring Rates \$33,757.18 (I)

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

- The customer must be replacing an existing GeoMax/Self Healing Network Service (SHNS) Service with a new GeoMax/SST Service and be signing a new 60-month Agreement for the same location.
- Customer's existing service must be located in the Maplewood, Minnesota MSA MPWDMNMA and have been in place since 2004.
- The customer's SST ports must be used from the existing SHNS service

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-001

(T)

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from January 30, 2007, through March 1, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the renewal of GeoMax Service purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. Monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes. Nonrecurring charges for the additional Gigabit Ethernet will be billed at the respective 36-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for GeoMax Service:

- Monthly Recurring Rates \$17,260.00

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

- The customer must have a minimum spend of \$16,980.00 in GeoMax Services in Nebraska.
- The customer must have had existing GeoMax services installed for 36 months.
- The customer must have at least four circuits.
- Customer's service must be located in the Omaha, Nebraska MSAs, OMAHNEHA and OMAHNE84.

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-002

(N)

DESCRIPTION: Contract for DS1 Services

CONTRACT AVAILABILITY: Effective from February 6, 2007, through
March 8, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the renewal of DS1 Services purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17 preceding. A 10% discount will be applied to the 36-months rates for DS1 and monthly rates for the entire 36-month term will be frozen from Company-initiated rate changes.

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

- The customer must be renewing for an additional 36 month term an existing QC MSA agreement that is governed by the tariff.

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. 07-003

(N)

DESCRIPTION: Contract for Synchronous Service Transport (SST)

CONTRACT AVAILABILITY: Effective from February 6, 2007, through March 8, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for one Synchronous Service Transport (SST) OC3 Circuit, purchased on a 36-month Pricing Plan. The Central Office (CO) Node and Remote Node will be billed at the discounted monthly recurring rate set forth below. All nonrecurring charges will be waived.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

The discounted monthly rates for the SST OC3 Circuit:

- Monthly Recurring Rates \$2,133.00

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

- The customer must be extending the term of an existing SST OC3 circuit with one CO node and 1 Remote Node only in the following Oregon wirecenter: Capitol, PTLDOR69.
- The existing SST OC3 circuit must have been in place for three years without any changes to the circuit Nodes during those three years.
- The customer must extend the term for another three years for a total term of six years.

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. 07-004

(N)

DESCRIPTION: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

CONTRACT AVAILABILITY: Effective from February 23, 2007, through March 25, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for a Self-Healing Network Service (SHNS) OC48 Ring purchased on a 36-month Pricing Plan at discounted rates set forth below. Monthly rates for the entire 36-months will be frozen from Company initiated rate changes. Nonrecurring charges for will be billed at the respective 36-month rates set forth in Sections 15 and 17, preceding

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

Discounted Monthly Rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$20,000.24

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

- The customer must upgrade an existing SHNS OC-12 Ring to a SHNS OC-48 Ring.
- The minimum monthly spend must be \$26,000.00 and the revenue over the term of the contract must be greater than \$936,000.00
- The customer's service must be located in the following Arizona wirecenters: Phoenix Main, PHNXAZMA and Mesa, MESAAZMA.

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)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-005

(N)

DESCRIPTION: Contract for new and existing DS1 Services

CONTRACT AVAILABILITY: Effective from February 23, 2007, through March 25, 2007

CONTRACT
EXPIRATION DATE: November 19, 2011

AVAILABLE MSAS: All Phase I and II MSAs identified in Section 23

This contract tariff is for new and existing DS1 Circuits purchased at 60-month Pricing Plan rates in effect as of February 23, 2007. All monthly rate elements for the DS1s will be available for a 10% discount of the 60-month Pricing Plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes. All nonrecurring charges for new DS1s will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

DS1 Circuits may be added at any time under this Agreement. New DS1s added after the effective date of this Agreement will be coterminous with the Contract Expiration Date.

Term Extension: On or before the expiration of this Agreement, the customer may extend this agreement for a 12-month period by notifying the Company in writing of its intent to do so. The customer may extend the Agreement a total of three times under the rates of this initial contract.

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

- The customer must be a Federal Government agency.
- Service must be in the Washington, Oregon and Idaho MSAs, excluding the cities of Seattle (for the first 12 months of the contract only) and Boise.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-006

(N)

Description: Contract for a Self-Healing Network Service (SHNS) OC48 Ring

Contract Availability: Effective from March 9, 2007, through April 9, 2007.

Contract
Expiration Date: 36-Months

Available MSAs: MSAs identified in Section 23

This contract is for the upgrade of an existing Self-Healing Network Service (SHNS) OC12 Ring to a SHNS OC48 Ring purchased on a 36-month Pricing Plan. 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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 15 and 17, preceding.

The discounted monthly rates for the SHNS OC48 Ring:

- Monthly Recurring Rates \$4,888.80

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

- The customer must be upgrading an existing SHNS OC12 Ring to a SHNS OC48 Ring.
- The customer's service must be located in the Cedar Rapids, Iowa MSA CDRRIADT.
- The customer's minimum spend must be greater than \$26,548.80 per month for the entire system including Ports and Central Office Connection Channel. Additionally, the customer must be spending \$65,000.00 per month with the Company as of the effective date of the contract.

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 Sections 15 and 17, preceding, will apply.

(N)

(Filed under Transmittal No. 312.)

Issued: March 8, 2007

Effective: March 9, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-007

(N)

DESCRIPTION: Contract for DS3 Circuits

CONTRACT AVAILABILITY: Effective from March 9, 2007 through April 9, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase II MSAs as identified in Section 23

This contract tariff is for up to 18 new DS3 circuits purchased on a 36-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 a 36-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 a 36-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 SCDLAZTH, Mesa MESAAZMA, Scottsdale SCDLAZMA and Tucson Main TSCNAZMA. Monthly rates for the entire 36-months 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 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.
- 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.

(N)

(Filed under Transmittal No. 312.)

Issued: March 8, 2007

Effective: March 9, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-007

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

- 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. 07-008

DESCRIPTION: Synchronous Service Transport (SST) OC3.

CONTRACT AVAILABILITY: Effective from March 9, 2007, through April 9, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for one Synchronous Service Transport (SST) OC3 circuit purchased on a 36-month Pricing Plan. The SST OC3 will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 36-month rates set forth in Section 7 and 17, preceding. Monthly rates for the entire 36-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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for one SST OC3 Circuit:

- Monthly Recurring Rates \$2,499.00

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

- The customer must have had a circuit in place for 60 months and be renewing the contract for another 36 months.
- The customer must add Self-Healing Alternate Route Protection (SHARP) to the circuit during the 36 month term period.

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.

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 TEMPAZMA, 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 TEMPAZMC, Phoenix East PHNXAZE, Phoenix Main PHNXAZMA, Phoenix North PHNXAZNO, Phoenix Northeast PHNXAZNE, Tempe TEMPAZMA, Thunderbird SCDLAZTH, Mesa MESAAZMA, Scottsdale SCDLAZMA 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)

(Filed under Transmittal No. 315.)

Issued: March 22, 2007

Effective: March 23, 2007

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)

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)