

CHECK SHEET

Title Page and Original Pages 0-1 to 0-53; 1-1; 2-0 to 2-138; 3-0 to 3-24; 4-0 to 4-14; 5-0 to 5-40; 6-0 to 6-455; 7-0 to 7-798; 8-1 to 8-457; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-42; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-104; 16-0 to 16-185; 17-0 to 17-472; 18-0 to 18-3; 19-0 to 19-5, 20-0 to 20-28; 21-1 to 21-48; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-18 inclusive of this Tariff are effective as of November 11, 2003. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
Title	Original	0-1.24	13th	0-7	Original
0-1	315th *	0-1.25	23rd	0-8	Original
0-1.1	47th	0-1.26	34th	0-9	Original
0-1.2	36th	0-1.27	29th	0-10	Original
0-1.3	39th	0-1.28	12th	0-11	1st
0-1.4	20th	0-1.29	23rd	0-12	Original
0-1.5	5th	0-1.30	9th	0-13	3rd
0-1.6	5th	0-1.31	4th	0-14	2nd
0-1.7	8th	0-1.32	8th	0-15	6th
0-1.8	9th	0-1.33	10th	0-15.1	2nd
0-1.9	19th	0-1.34	12th	0-16	3rd
0-1.10	18th	0-1.35	9th	0-16.1	5th
0-1.11	13th	0-1.36	13th	0-17	6th
0-1.12	23rd	0-1.37	8th	0-18	Original
0-1.13	12th	0-1.38	9th	0-19	Original
0-1.14	20th	0-1.39	34th	0-20	Original
0-1.15	10th	0-1.40	23rd	0-21	Original
0-1.16	20th	0-1.41	7th	0-22	Original
0-1.17	19th	0-1.42	19th	0-23	Original
0-1.18	23rd	0-1.43	28th *	0-24	2nd
0-1.19	59th	0-2	1st	0-25	1st
0-1.20	32nd	0-3	2nd	0-26	5th
0-1.21	10th	0-4	Original	0-27	1st
0-1.22	10th	0-5	5th	0-28	Original
0-1.23	41st	0-6	Original	0-29	1st

* New or Revised Page.

(Filed under Transmittal No. 339.)

Issued: September 21, 2007

Effective: September 22, 2007

CHECK SHEET (Cont'd)

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
24-161	Original	24-195	Original	24-231	Original
24-162	Original	24-196	Original	24-232	Original
24-163	Original	24-197	Original	24-233	Original
24-164	Original	24-198	Original	24-234	Original
24-165	Original	24-199	Original	24-235	Original
24-166	1st	24-200	Original	24-236	Original
24-166.1	Original	24-201	Original	24-237	Original
24-167	Original	24-202	Original	24-238	Original
24-168	Original	24-203	Original	24-239	Original
24-169	Original	24-204	Original	24-240	Original
24-170	Original	24-205	Original	24-241	Original
24-171	Original	24-206	Original	24-242	1st
24-172	Original	24-207	Original	24-243	Original
24-173	Original	24-208	1st	24-244	Original
24-174	Original	24-209	Original	24-245	1st
24-175	Original	24-210	1st	24-246	Original
24-176	Original	24-211	1st	24-247	Original
24-177	Original	24-212	Original	24-248	Original
24-178	Original	24-213	Original	24-249	Original
24-179	Original	24-214	Original	24-250	Original
24-180	Original	24-215	Original	24-251	Original
24-181	1st	24-216	Original	24-252	Original
24-182	1st	24-217	Original	24-253	Original
24-183	Original	24-218	Original	24-254	Original
24-184	1st	24-219	Original	24-255	Original
24-184.1	Original	24-220	1st	24-256	Original
24-185	Original	24-221	Original	24-257	Original
24-186	Original	24-222	Original	24-258	Original
24-187	Original	24-223	Original	24-259	Original
24-188	Original	24-224	Original	24-260	Original *
24-189	Original	24-225	Original	24-261	Original *
24-190	Original	24-226	Original	24-262	Original *
24-191	1st	24-227	Original	24-263	Original *
24-192	Original	24-228	Original	24-264	Original *
24-193	Original	24-229	Original	24-265	Original *
24-194	Original	24-230	Original		

* New or Revised Page.

(Filed under Transmittal No. 339.)

Issued: September 21, 2007

Effective: September 22, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-040

(N)

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

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the renewal of two Self-Healing Network Service (SHNS) OC48 Rings purchased on a 36-month Pricing Plan. A 40% discount will be applied to the monthly recurring charges for three access nodes and two hub nodes and mileage. The monthly recurring rates will be frozen from Company initiated rate changes for the entire 36-month term. The other SHNS rate elements and nonrecurring charges will be billed at the respective 36-month rates 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 following eligibility criteria must be met in order to receive this Contract Offer:

- The customer must have one SHNS Ring in a Denver, Colorado MSA wire center eligible for pricing flexibility and one SHNS Ring in a Seattle, Washington MSA wire center eligible for pricing flexibility.
- A SHNS Ring ordered under this contract must be a renewal of an existing Company provided SHNS OC48 Ring.
- A SHNS Ring ordered under this contract must be renewed on a 36-month Pricing Plan on the expiration date of that SHNS Ring's existing term. The customer is not required to renew both SHNS Rings but, if one of the SHNS Rings specified in this contract is not renewed the discounts in this contract will not apply.

(N)

(Filed under Transmittal No. 339.)

Issued: September 21, 2007

Effective: September 22, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT No. 07-040 (Cont'd)

The above mentioned discount will only apply to the orders for the two SHNS OC48 Rings associated with this contract number and will not apply to additional orders for the same service in the same or other locations. Other promotions and discounts will not apply.

The customer may discontinue two access nodes on the Denver, Colorado SHNS Ring and one access node on the Seattle, Washington SHNS Ring at its convenience before the end of the applicable Plan Term without being assessed Termination Liability Charges, as set forth in Section 15, preceding, on those nodes and the related discontinued mileage.

(N)

(N)

(Filed under Transmittal No. 339.)

Issued: September 21, 2007

Effective: September 22, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-041

(N)

DESCRIPTION: Contract for DS0, DS1, DS3, Digital Data Service (DDS), Sonet, Synchronous Service Transport (SST), Self Healing Network Service (SHNS), GeoMax, Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT EFFECTIVE DATE: September 22, 2007

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for DS0, DS1, DS3, DDS, Managed Bandwidth Sonet and Sonet Ring Services, SST, SHNS, GeoMax, MOE, and the multiplexing and Self Healing Alternate Route Protection services that are a part of these services purchased under a 12-month term Pricing Plan. Discounted monthly rates for these services are set forth following.

The following terms and conditions must be met in order to receive this Contract Offer:

- As of the effective date of this contract the customer must have at least a minimum count of 3,750 DS1 circuits and 150 DS3 circuits.
- As of the effective date of this contract the customer must not exceed the maximum count of 5,250 DS1 circuits and 175 DS3 circuits.
- The customer's DS1 and DS3 services must be under the Company's Regional Commitment Program.
- The customer's must commit to purchasing a minimum spend of \$13,723,512.00 of Contributory Services. Contributory Services include: analog private line, DS0, DS1, DS3, Digital Data Service (DDS), Managed Bandwidth Sonet Service, Sonet Ring Service (SRS), Synchronous Service Transport (SST), Self Healing Network Service (SHNS), GeoMax, Metro Optical Ethernet (MOE) and the multiplexing and Self Healing Alternate Route Protection Services that are part of those services.
- If the customer fails to meet its minimum spend, the Company will not provide an Annual Incentive for the term.

(N)

(Filed under Transmittal No. 339.)

Issued: September 21, 2007

Effective: September 22, 2007

24. CONTRACT TARIFFS

24.2 CONTRACT No. 07-041 (Cont'd)

(N)

ANNUAL INCENTIVE:

The customer is eligible for the Annual Incentive only if the customer exceeds the \$13,723,512.00 minimum spend for the term. Contributory Charges exceeding a maximum spend of \$16,468,215.00 are not eligible for the Annual Incentive.

The formula for the discount available under this contract is: Annual Incentive = (either the actual Contributory Charge achieved or Maximum Contribution, whichever is less, minus the Minimum Spend) x the applicable Annual Incentive percentage.

The Annual Incentive will apply as follows:

ACTUAL CONTRIBUTORY CHARGES ACHIEVED AT END OF TERM	ANNUAL INCENTIVE PERCENTAGE
From \$13,723,512.00 to \$14,409,688.00	5%
From 14,409,689.00 to 15,095,863.00	10%
From 15,095,864.00 to 15,782,039.00	15%
From 15,782,040.00 to 16,468,215.00	20%

The Annual Incentive is applied against Recipient Services which are those Contributory Charges generated during the term that are eligible for pricing flexibility in Phase I and II MSAs and wirecenters . The credits are applied only if the customer has no Contributory Charges, shortfall charges and/or termination charges in arrears.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-042

DESCRIPTION: Contract for GeoMax Service

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for GeoMax Service purchased on a 60-month Pricing Plan. The monthly recurring charges will be available at the term plan rates set forth in Sections 7 and 17, preceding, and will be frozen from Company-initiated rate changes for the length of term. All nonrecurring charges will be billed at the respective 60-month rates set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for the GeoMax as Initially Installed:

- Monthly Recurring Rates \$55,137.00

The customer will also receive two credits, each credit equal to the spend on contractual Price Flex elements. One credit will be given in the third month and one in the sixth month. If the customer cancels this agreement without cause prior to the conclusion of the term the customer agrees to pay back all credits issued.

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

- The customer must purchase a new GeoMax Service with a Synchronous Transport Service (SST) overlay served out of the Davenport, Iowa MSA DVNPIADT. This GeoMax Service must be purchased on a 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 Sections 7 and 15, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 07-043

DESCRIPTION: Contract for Metro Optical Ethernet (MOE)

CONTRACT AVAILABILITY: Effective from September 22, 2007, through October 22, 2007.

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for one 1000 megabit Metro Optical Ethernet (MOE) Port working with a 1,000 megabit bandwidth profile purchased on a 36-month Pricing Plan. The customer will receive the MOE at the discounted monthly rate below and the rate will be frozen from Company-initiated rate changes for the entire 36-month term. All nonrecurring charges will be billed at the respective 36-month rates set forth in Sections 8, preceding.

Discounted Monthly Rates for MOE:

- Monthly Recurring Rates \$5,931.00

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 8, will apply.

(N)

(N)