

**CHECK SHEET**

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

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
Title	Original	0-1.23	36th	0-9	Original
0-1	193rd *	0-1.24	12th	0-10	Original
0-1.1	33rd	0-1.25	15th	0-11	Original
0-1.2	27th	0-1.26	24th	0-12	Original
0-1.3	27th	0-1.27	22nd	0-13	2nd
0-1.4	17th	0-1.28	7th	0-14	1st
0-1.5	3rd	0-1.29	13th	0-15	5th
0-1.6	3rd	0-1.30	7th	0-16	2nd
0-1.7	6th	0-1.31	3rd	0-16.1	4th
0-1.8	8th	0-1.32	4th	0-17	4th
0-1.9	12th	0-1.33	6th	0-18	Original
0-1.10	13th	0-1.34	5th	0-19	Original
0-1.11	9th	0-1.35	5th	0-20	Original
0-1.12	19th	0-1.36	9th	0-21	Original
0-1.13	7th	0-1.37	2nd	0-22	Original
0-1.14	16th	0-1.38	3rd	0-23	Original
0-1.15	7th	0-1.39	27th *	0-24	2nd
0-1.16	15th	0-2	1st	0-25	1st
0-1.17	11th	0-3	1st	0-26	5th
0-1.18	16th	0-4	Original	0-27	1st
0-1.19	53rd	0-5	3rd	0-28	Original
0-1.20	17th	0-6	Original	0-29	1st
0-1.21	7th	0-7	Original		
0-1.22	8th	0-8	Original		

\* New or Revised Page.

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<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
21-18	Original	23-3	Original	24-13	Original
21-19	Original	23-4	Original	24-14	1st
21-20	Original	23-5	Original	24-15	Original
21-21	Original	23-6	Original	24-16	Original
21-22	Original	23-7	Original	24-17	2nd
21-23	Original	23-8	Original	24-18	2nd
21-24	Original	23-9	Original	24-19	Original
21-25	Original	23-10	Original	24-20	Original
21-26	Original	23-11	Original	24-21	Original
21-27	Original	23-12	Original	24-22	Original
21-28	1st	23-13	Original	24-23	Original
21-29	2nd	23-14	Original	24-24	Original
21-30	1st	23-15	Original	24-25	Original
21-31	Original	23-16	Original	24-26	Original
21-32	Original	23-17	Original	24-27	Original
21-33	Original	23-18	Original	24-28	Original
21-34	Original	23-19	Original	24-29	Original
21-35	Original	23-20	Original	24-30	Original
21-36	Original	23-21	Original	24-31	Original
21-37	Original	23-22	Original	24-32	Original
21-38	Original	23-23	Original	24-33	Original
21-39	Original	23-24	Original	24-34	Original
21-40	1st	23-25	Original	24-35	Original
21-41	1st	23-26	Original	24-36	Original
21-42	Original	23-27	Original	24-37	Original
21-43	Original	23-28	Original	24-38	Original
21-44	Original	24-0	1st	24-39	Original
21-45	Original	24-1	1st	24-40	Original
21-46	Original	24-2	Original	24-41	Original
21-47	Original	24-3	1st	24-42	Original
21-48	Original	24-4	1st	24-43	Original
22-0	Original	24-5	1st	24-44	Original
22-1	Original	24-6	2nd	24-45	Original
22-2	Original	24-7	2nd	24-46	Original
22-3	Original	24-8	Original	24-47	Original
22-4	Original	24-9	Original	24-48	Original *
23-0	Original	24-10	Original	24-49	Original *
23-1	1st	24-11	Original	24-50	Original *
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\* New or Revised Page.

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1801 California Street, Denver, Colorado 80202

**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):

<b>MONTH TERMINATED</b>	<b>TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION</b>
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)

(N)

**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)

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**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)