

APPENDIX D-2 TO DIR CONTRACT NO. DIR-TEX-AN-NG-CSA-ICXXX
QWEST COMMUNICATIONS COMPANY, LLC
QWEST iQ® MANAGED VoIP BUNDLE PROMOTIONAL ATTACHMENT

Promo Codes: MGDV BNDL 24, MGDV BNDL 36 and EZRATE MVOFF

This promotional attachment ("Attachment") is subject in all respects to the Service Exhibits (as defined in the "Miscellaneous" section of this Attachment) and the Qwest Total Advantage ("QTA") or Qwest Loyal Advantage ("QLA") Agreement (each an "Agreement") between Qwest and Customer. All capitalized terms used in this Attachment that are not defined herein will have the definitions set forth in the Agreement or Service Exhibits. "Approved CPE" for purposes of this Attachment means an Adtran NV1335 PoE router/switch, Adtran NV4305 PoE router/switch and Adtran, NV1234 PoE and NV1238 PoE Ethernet switches and intangible computer code contained therein, IP enabled devices (e.g. handsets), and Data/Fax modems designated by Qwest.

1. Scope. The purpose of this Attachment is to offer bundle pricing ("Bundle Pricing") for Customers purchasing a Qwest bundle including Qwest iQ® Managed VoIP Service ("Managed VoIP"), Qwest iQ® Networking Service, Qwest Local Access Service, Approved CPE, template-based firewall and optional site-to-site VPN on the router/switch, and Approved CPE maintenance (collectively the "Service" or "Services"). Bundle Pricing for each available Bundle is shown in Addendum A, incorporated by reference into this Attachment. Unless otherwise stated in this Attachment, Bundle Pricing is exclusive of, and may not be combined with, any other discounts or promotions, including, without limitation, any QTA Discounts or Extra Value Discounts, and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Exhibit C-1 to DIR Contract No. DIR-TEX-AN-NG-CTSA-004. . Customer may elect optional remote support. If Customer elects optional remote support, Customer must purchase a separate flat rate business line to enable the remote support. Charges for the separate flat rate business line are not included in the Bundle Pricing under this Attachment.

2. Eligibility and Restrictions.

2.1 Eligibility. The Bundle Pricing in Addendum A to this Attachment is available to: (a) new Managed VoIP customers who are ordering Bundle(s) utilizing the NV1335 router/switch with from six to 200 seats per site or who are ordering Bundle(s) utilizing the NV4305 router/switch (required for 3xDS1 and above) with from 49 to 200 seats per site, with a maximum of 500 seats across all Customer sites; and (b) existing customers who are ordering additional Bundle(s) utilizing the NV1335 router/switch with from six to 200 seats per site, or who are ordering Bundle(s) utilizing the NV4305 router/switch (required for 3xDS1 and above) with from 49 to 200 seats per site, with a maximum of 500 seats across all Customer sites. Compression may be required with the Managed VoIP Service depending on Customer bandwidth and concurrent call capacity requirements. "Compression" means voice calls are compressed using a G.729a codec, allowing Customer to place more voice calls over a given bandwidth. The maximum number of seats per site that can be supported depends on Customer's utilization of port bandwidth. Customer must sign and return this Attachment to Qwest together with the Qwest iQ Managed VoIP Service Exhibit, the Qwest iQ Networking Service Exhibit, the Local Access Service Exhibit, and the CPE Service Exhibit, and order Service during the period from December 8, 2008 through June 30, 2011 ("Promotional Period").

2.2 Restrictions. Customer must select either a 2-year or 3-year Minimum Service Term for each Bundle. For the initial installation, Customer must select one of three available configuration types: Type A – Single site, single tenant; Type B – Multi-site, single tenant; or Type C – Multi-site, multi-tenant. Information regarding calling options and features available with Types A, B and C may be obtained from a Qwest Sales Representative upon request. Customer selects <SELECT ONE> for Bundles installed under this Attachment. Once the initial site(s) are installed, if Customer requests a configuration type change for the initially installed site(s), a disconnection and reinstallation of the Bundle will be required, with associated telephone number porting; Customer may be required to restart its Minimum Service Term; and Customer will incur associated charges. If additional Bundles are ordered after the initial installation, Customer may select another configuration type for those additional sites. However, if Customer selected Type C for initial or subsequent installations, Customer must select Type C for all future installations unless Customer agrees to the disconnect/reinstallation process identified above. Customer must order all of the applicable Services and Eligible CPE at the same time. "Eligible CPE" means Approved CPE models applicable to the Bundle Customer is purchasing, as specified in subsection 3.4 below. Bundle Pricing will apply only if the Eligible CPE is configured and installed specifically for use with the Bundle. Customer must select a CPE Term of the same length as the Minimum Service Term for the Bundle Customer selects under this Attachment. For Qwest iQ Networking Service ordered hereunder, Bundle Pricing applies to Flat Rate ports only. Ports that use frame relay access are not eligible for Bundle Pricing. Customer may purchase Internet Ports, Private Ports or Enhanced Ports. Bundle Pricing applies only to Service at Customer sites that qualify for zero-mile \$150.00 per DS1 (for example, \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.) MRC Local Access Service in Qwest's Q.Pricer® quoting tool ("Eligible Loop"). For Customer sites that do not qualify for an Eligible Loop, an Additional Local Access MRC will apply. This promotion may not be combined with any other promotions or discounts applying to the Service, except that if Customer requires Local Access Service that is not categorized as an Eligible Loop, Customer may qualify for a separate Flat Rate Local Access promotion, as determined by Qwest's Q.Pricer® Quoting Tool.

3. Bundle Pricing. The pricing set forth in Exhibit C-1 to DIR Contract No. DIR-TEX-AN-NG-CTSA-004 supercedes all pricing set forth in this Promotional Attachment, Addendum A, and any Service Exhibits and in the event of a price difference, the Exhibit C-1 pricing will prevail.

3.1 Bundle Pricing. Customer will receive the Bundle Pricing shown in Addendum A, depending on the Bundle Customer selects. Bundle Pricing includes: (a) Managed VoIP Service with Office Enhanced seats (the first six seats for DS1 or 2xDS1 using the NV1335 router/switch, and the first 49 seats for 3xDS1 and above using the NV4305 router/switch); (b) one Qwest iQ Networking flat rate Internet Port, Private Port or Enhanced Port at the speed selected by Customer (DS1 through 8xDS1); (c) End to End Performance Reporting (if Customer purchases Private or Enhanced Ports); (d) one Eligible Loop; (e) Qwest-provided maintenance of Approved CPE rented from Qwest; (f) template-based firewall and optional site-to-site VPN on the router/switch; and (g) purchase of the Approved CPE from Qwest (the "Bundle"). The MRCs and installation NRCs for the Bundle set forth in Addendum A supersede all pricing set forth in the Qwest iQ Networking, CPE and Local Access Service Exhibits, except as set forth in the "Additional Pricing"

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section of this Attachment and its subparts. The pricing set forth in Addendum A also includes the MRCs and NRCs for Managed VoIP Service. Any additional pricing in the Managed VoIP Service Exhibit will remain unchanged.

3.2 Additional Pricing. Except as otherwise set forth in this Attachment, all other pricing in the Qwest IQ Networking, Local Access and CPE Service Exhibits and the Rate Attachment remains unchanged and will continue to apply, including but not limited to the following:

3.2.1 Qwest IQ Networking Service Exhibit: The MRC for mail bagging set forth in the Qwest IQ Networking Service Exhibit will continue to apply, and is not discounted.

3.2.2 Local Access Service Exhibit: The ancillary loop charges (including but not limited to special construction, extended wiring, expedite charges, change charges and any charges other than standard local loop MRCs and NRCs) will continue to apply, and are not discounted.

3.3 NRC Waiver. Provided Customer is in compliance with its obligations under the Agreement, the Installation NRCs shown in Addendum A to this Attachment, and the SIG Activation NRC in the Qwest IQ Networking Service Exhibit (if Customer purchases an Enhanced Port Bundle), for Bundles ordered during the Promotional Period are waived so long as the Service ordered hereunder and subject to this waiver remains installed and used by Customer for the Minimum Service Term (as defined in the "Term; Cancellation" section of this Attachment) or the Additional Seat MST (as defined in the "Addition of Seats During Term" section of this Attachment), as applicable. The NRC waiver will apply to the Bundle Installation NRCs in Addendum A only, and not to any special construction fees or other ancillary charges such as extended wiring, expedite charges and change charges. If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Service Term or Additional Seat MST, as applicable, for reasons other than a default by Qwest, Customer shall be required, within 30 days of such termination, to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

3.4 Domestic Outbound Off-Net LD and Domestic Inbound 8XX Promotional Pricing. Qwest will waive per minute charges for minutes of usage for domestic outbound LD Off-Net Calls each month per product account, depending on which Tier (shown in the table below) Customer qualifies for. Additionally, if Customer purchases domestic inbound 8XX Service from Qwest for use with the Service product account, the charges for those domestic inbound 8XX minutes of use will be included in the waiver. "MOU" as used herein means minutes of use. For domestic outbound long distance Off-Net and domestic inbound 8XX MOUs that exceed the Tier limit, MOUs will bill to the Customer each month at the per minute rate shown in the table. If Customer does not use the entire waived MOU in a given month, the unused minutes may not be carried over to the following month. International Off-Net Calls and international inbound 8XX calls are not eligible for Promotional Pricing. Qwest reserves the right to modify or eliminate the Promotional Pricing for a Bundle after its Minimum Service Term is completed. If Customer adds or removes sufficient Managed VoIP seats from a product account such that Customer qualifies for a different Tier, Customer's Promotional Pricing for that product account will decrease or increase to the Tier applicable to Customer's new seat total. The decrease or increase in Promotional Pricing will become effective at Qwest's earliest opportunity, but not later than the second full billing cycle following the date Qwest receives the order to decrease or increase Managed VoIP seats.

Tier	Number of Seats under Product Account	MOU Waived/Month For That Product Account (total of both domestic outbound LD Off-Net and domestic inbound 8XX)	Domestic Off-Net LD and Domestic Inbound 8XX Per Minute Rate for Additional Minutes of Use
1	6-13 Seats	2000	\$.03
2	14-27 Seats	4000	\$.03
3	28-40 Seats	6000	\$.03
4	41-55 Seats	8000	\$.03
5	56 or more Seats	10000	\$.03

3.5 Optional Domestic Inbound 8XX Service. Domestic 8XX inbound service is available for use with the Bundle for an additional charge. International inbound 8xx calls are not provided or priced as an optional service, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. Qwest is required by the FCC to state in the Agreement that Customer is prohibited from using any toll free telephone number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504.

3.6 End to End Performance Reporting. If Customer orders a new Bundle with Private Port or Enhanced Port within the Promotional Period, Qwest will provide Qwest IQ Networking End to End Performance Reporting for new and existing Bundles of Private Port or Enhanced Port. The MRC for the End to End Performance Reporting service for the Bundles will be waived. Waived MRCs do not contribute to the Revenue Commitment under the Agreement. If Customer receives End to End Performance Reporting under this Attachment, Qwest will not require Customer to order the End to End Performance Reporting feature for non-Bundle ports within its network. Any non-participating sites will not be included in the End to End Performance Reporting results.

4. CPE.

4.1 Maintenance. CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.QwestSelectAdvantage.com>. If Customer's location qualifies, Qwest will provide Pro-MET® On-Site Premium (24X7, on-site, 4-hour response time) maintenance of the initial router/switch, and ProMet® - Remote Standard Next Business Day Service (8x5, remote, next business day) of the IP Handsets at that location at no additional charge. Depending on Customer's location, Customer

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may not qualify for SLA credits under the CPE maintenance Detailed Description, and/or optional CPE maintenance levels may be provided. Customer must purchase maintenance from Qwest for any additional routers/switches Customer purchases or rents to support additional seats, as required in the "Addition of Seats During Term" subsection. Maintenance for such additional routers/switches is not included in the pricing under this Attachment, and will be purchased separately under the Qwest® Select Advantage™ Service Exhibit.

4.2 Eligible CPE. The following table shows the Eligible CPE that may be used with each Port speed. If Customer selects the NV4305 router/switch, a minimum of 49 seats per Bundle is required.

Eligible CPE

Description	<u>DS1</u>	<u>2xDS1</u>	<u>3xDS1</u>	<u>4xDS1</u>	<u>5xDS1</u>	<u>6xDS1</u>	<u>7xDS1</u>	<u>8xDS1</u>
Managed VoIP Bundle (6-48 seats)	NV1335 NV1234	NV1335 NV1234						
Managed VoIP Bundle (49-200 seats)	NV4305 NV1234 NV1238							

4.3 Customer-Owned IP Handsets. Customer may, at its option, utilize Customer-owned IP handsets instead of IP handsets from Qwest, so long as: (a) such Customer-owned IP handsets are on Qwest's Approved CPE list, as defined in the Managed VoIP Service Exhibit; and (b) Qwest re-images the Customer-owned IP handsets to work with Managed VoIP Service. A copy of Qwest's current Approved CPE list is available upon request. The terms and conditions of the CPE Service Exhibit and the "Maintenance" subsection of this Attachment will not apply to any such Customer-owned IP handsets. Customer will not be entitled to Qwest-provided maintenance on any Customer-owned IP handsets unless Customer purchases such maintenance separately from Qwest. Charges for such maintenance will be in addition to the charges on this Attachment. Additionally, such maintenance services will be provided under the terms and conditions of the Qwest® Select Advantage™ Service Exhibit to the Agreement, not under this Attachment.

5. Template-Based Firewall and Optional Site-to-Site VPN. The following template-based firewall and site-to-site VPN services are available with the Bundle:

5.1 Firewall Description. As part of the Service, Qwest will provide a template-based firewall on the Adtran NV1335 PoE or Adtran NV4305 PoE router/switch. Template-based firewall consists of increased memory on the router/switch, plus firewall software derived from the router/switch. The router/switch will be password protected by Qwest upon installation, and Qwest will maintain the root password for all firewalls. Customer may request up to 10 configuration changes to the firewall or VPN during any calendar year at no additional charge. Qwest will perform all such configuration changes.

5.2 Site-to-Site VPN Description. If requested by Customer, for Bundles over Internet Ports (i.e., public ports) Qwest will provide site-to-site Virtual Private Network ("VPN") capability on the Adtran NV1335 PoE or Adtran NV4305 PoE router/switch. The maximum number of sites in a hub-and-spoke VPN configuration is 11 (1 hub and 10 spokes). All VPNs will be configured as hub-and-spoke, rather than fully meshed. Customer may request up to 10 changes to the VPN or firewall configuration during any calendar year at no additional charge. Qwest will perform all such configuration changes.

5.3 Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, Qwest makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the template-based firewall or any VPN provided with the Bundle will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Qwest impairs Customer's use of the Service: (A) Customer will nonetheless be liable for payment for all Services provided by Qwest; and (B) the SLA will not apply.

6. Term; Cancellation. Customer must agree to use the Services under a Bundle for the minimum number of months associated with the Bundle Pricing Customer selects ("Minimum Service Term"). Customer has selected a <SELECT ONE> year Minimum Service Term for Bundles under this Attachment. Each Bundle purchased by Customer will have its own Minimum Service Term, commencing on the Start of Service Date for that Bundle. The Start of Service Date and commencement of billing for a Bundle will not depend on completion of telephone number porting. Upon expiration of its Minimum Service Term, each Bundle will automatically renew for consecutive Renewal Terms equal to the Minimum Service Term (collectively, the "Term"), unless either party elects to cancel all of the Services by providing written notice thereof at least 60 days prior to the conclusion of the then-current Term. The Bundle Pricing set forth in Addendum A requires that each Bundle remain installed for its Minimum Service Term. If any Service component of a Bundle is terminated prior to completion of its Minimum Service Term, Customer will pay all accrued but unpaid charges incurred prior to the date of termination, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier, plus a Cancellation Charge equal to (a) the MRCs multiplied by: (i) 100% times the number of months, if any remaining in the first year of the Minimum Service Term; (ii) 75% times the number of months, if any, remaining in the second year of the Minimum Service Term; and (iii) 50% times the number of months, if any, remaining in the third year of the Minimum Service Term (if applicable); (b) the amount of any applicable non-recurring charges waived by Qwest pursuant to the "NRC Waiver" section of this Attachment; and (c) for the local access component, the amount of any installation or construction charges incurred by Qwest to install the Service. The Minimum Service Term and Cancellation Charge defined herein will apply for all Service components in lieu of the cancellation charges defined in the Service Exhibits, except that the charge in the CPE Service Exhibit that applies if Customer fails to return CPE to Qwest will also apply.

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7. Addition of Seats During Term. Customer may add additional seats to a Bundle during the Term at the Additional Seat Pricing in Addendum A. If Customer adds more seats per site than can be accommodated by the router/switch included as part of the Bundle, Customer will be responsible for renting or purchasing additional switches and/or routers for the additional seats. The additional switches and routers must be on the Qwest Approved CPE list (e.g., Adtran NV1335 PoE or Adtran NV4305 routers/switches, Adtran NV1234 PoE and Adtran NV1238 PoE Ethernet switches). Customer agrees that each such seat will have its own minimum service term equal to the greater of (a) the remainder of the unexpired Term for the Bundle; or (b) 12 months from the Start of Service Date for such additional seats (the "Additional Seat MST"). If Customer terminates such additional seats prior to completion of the Additional Seat MST, Customer will pay for each additional seat so terminated all accrued but unpaid charges incurred prior to the date of termination, plus (a) 100% of the balance of the MRCs that otherwise would have become due for the remaining months in the Additional Seat MST; (b) the amount of any applicable non-recurring charges waived by Qwest pursuant to the "NRC Waiver" section of this Attachment; and (c) for the local access component, the amount of any installation or construction charges incurred by Qwest to install the additional Service.

9. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement, Exhibit C-1 to DIR Contract No. DIR-TEX-AN-NG-CTSA-004, and Service Exhibits and will remain in effect. This Attachment will be effective as of the date it is executed by Qwest ("Attachment Effective Date"). The Bundle Pricing will be effective as of the first billing cycle following the Attachment Effective Date. Customer's Agreement must include the Managed VoIP, Qwest iQ Networking, CPE and Local Access Service Exhibits (collectively, the "Service Exhibits"). If Customer's Agreement does not include the Service Exhibits, then such Service Exhibits are being added with this Attachment, and by signing this Attachment, Customer agrees to and accepts the terms and conditions in those Service Exhibits, which are hereby incorporated into the Agreement. Customer understands that the Effective Date for such Service Exhibits will be the same as the Attachment Effective Date. The order of control is: DIR Contract No. DIR-TEX-AN-NG-CSA-ICXXX, this Attachment, the Service Exhibits, and the Agreement. These documents set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof. Electronic signatures on this Attachment will be accepted only in the form and manner prescribed by Qwest. In the event of a conflict between any of these documents, the DIR Contract No. DIR-TEX-AN-NG-CSA-ICXXX will control.

Agreed to and Accepted:

CUSTOMER: [enter customer's legal name]

QWEST COMMUNICATIONS COMPANY, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**ADDENDUM A
QWEST iQ® MANAGED VoIP BUNDLE PRICING**

All Services under each Bundle receiving Bundle Pricing will be subject to the Minimum Service Term for the Bundle selected. Cancellation Charges may apply where Customer terminates Services under a Bundle prior to expiration of the Minimum Service Term. Additional charges may apply as set forth in the Attachment, Service Exhibits and Agreement. Pricing assumes zero-mile local loops priced at \$150 for each DS1 (for example, \$300 for 2xDS1, \$450 for 3xDS1, \$600 for 4xDS1, etc.) (“Eligible Loops”). If Customer’s site doesn’t qualify for Eligible Loop pricing, an additional local loop MRC will apply as stated in the “Restrictions” subsection of the Attachment and in the pricing tables below. The Bundle Rate MRC (less \$150 for each DS1 for the Local Access Service) and Additional Seat MRC will be used to calculate Contributory Charges.

Internet Port

* The Installation NRCs for Bundles in the following table will be waived as provided in the “NRC Waiver” section of the Attachment. Installation charges listed below include a single Customer site visit by a Qwest technician. If additional site visits are required, time and material charges will apply at Qwest’s then current rates. The installation NRC waiver will not apply to any other NRCs for Services, including but not limited to Extended Wiring Charges or charges for additional site visits.

** Bundle Rate includes the MRC for the initial six Managed VoIP Office Enhanced seats (for DS1 or 2xDS1 port speeds using the NV1335 router/switch) or the initial 49 Managed VoIP Office Enhanced seats (for 3xDS1 and above port speeds using the NV4305 router/switch), one Qwest iQ Networking flat rate Internet Port, one Eligible Loop, Approved CPE maintenance (for CPE only), and template-based firewall and optional site-to-site VPN on the router/switch. Note: The Bundle Rates for DS1 and 2xDS1 below assume Customer selects a NV1335 router/switch, requiring six Managed VoIP seats per Bundle. If Customer selects the NV4305 router/switch for DS1 or 2xDS1 Bundles, a minimum of 49 Managed VoIP seats will be required for the Bundle, and the Bundle Rate will increase accordingly.

*** The MRC for Additional Office Enhanced Seats includes the charge for IP handsets and handset maintenance for those seats.

**** For Customer sites that do not qualify for an Eligible Loop in Qwest’s Q.Pricer® quoting tool, an additional MRC equal to the amount of the local access MRC shown in the Q.Pricer® quote in excess of \$150 for each DS1 (for example, \$300 for 2xDS1, \$450 for 3xDS1, \$600 for 4xDS1, etc.) will apply.

Rate Element	Two-Year Initial Term MRCs	Three-Year Initial Term MRCs	Installation NRCs*
Bundle Rate for DS1 (1.5Mbps) (per site)**	\$690.00****	\$635.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$500 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 2xDS1 (3Mbps) (per site)**	\$1,140.00****	\$1,060.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 3xDS1 (4.5Mbps) (per site)**	\$3,310.00****	\$2,990.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 4xDS1 (6Mbps) (per site)**	\$3,760.00****	\$3,415.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 5xDS1 (7.5Mbps) (per site)**	\$4,210.00****	\$3,840.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 6xDS1 (9Mbps) (per site)**	\$4,660.00****	\$4,265.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 7xDS1 (10.5Mbps) (per site)**	\$5,110.00****	\$4,690.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 8xDS1 (12Mbps) (per site)**	\$5,560.00****	\$5,115.00****	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Additional Office Enhanced or Office Enhanced Handset-Free Seats above the first 6 seats (for NV1335) or above the first 49 seats (for NV4305) (MRC and NRC per seat)***	\$39.99	\$34.99	\$65.00
Additional Local Access MRC****	Amount of Q.Pricer quote in excess of \$150 for each DS1 (e.g., \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.)	Amount of Q.Pricer quote in excess of \$150 for each DS1 (e.g., \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.)	--

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Private Port

* The Installation NRCs for Bundles in the following table will be waived as provided in the "NRC Waiver" section of the Attachment. Installation charges listed below include a single Customer site visit by a Qwest technician. If additional site visits are required, time and material charges will apply at Qwest's then current rates. The NRC waiver will not apply to any other NRCs for Services, including but not limited to Extended Wiring Charges or charges for additional site visits.

** Bundle Rate includes the MRC for the initial six Managed VoIP Office Enhanced seats (for DS1 or 2xDS1 port speeds using the NV1335 router/switch) or the initial 49 Managed VoIP Office Enhanced seats (for 3xDS1 and above port speeds using the NV4305 router/switch), one Qwest iQ Networking flat rate Private Port, one Eligible Loop, Approved CPE and maintenance (for CPE only), and template-based firewall and optional site-to-site VPN on the router/switch. Note: The Bundle Rates for DS1 and 2xDS1 below assume Customer selects a NV1335 router/switch, requiring six Managed VoIP seats per Bundle. If Customer selects the NV4305 router/switch for DS1 or 2xDS1 Bundles, a minimum of 49 Managed VoIP seats will be required for the Bundle, and the Bundle Rate will increase accordingly.

*** The MRC for Additional Office Enhanced Seats includes the charge for IP handsets and handset maintenance for those seats.

**** For Customer sites that do not qualify for an Eligible Loop in Qwest's Q.Pricer® quoting tool, an additional MRC equal to the amount of the local access MRC shown in the Q.Pricer® quote in excess of \$150 for each DS1 (for example, \$300 for 2xDS1, \$450 for 3xDS1, \$600 for 4xDS1, etc.) will apply.

Rate Element	Two-Year Initial Term MRCs	Three-Year Initial Term MRCs	Installation NRCs*
Bundle Rate for DS1 (1.5Mbps) (per site)**	\$805.00	\$715.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$500 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 2xDS1 (3Mbps) (per site)**	\$1,370.00	\$1,220.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 3xDS1 (4.5Mbps) (per site)**	\$3,655.00	\$3,230.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 4xDS1 (6Mbps) (per site)**	\$4,220.00	\$3,735.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 5xDS1 (7.5Mbps) (per site)**	\$4,785.00	\$4,240.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 6xDS1 (9Mbps) (per site)**	\$5,350.00	\$4,745.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 7xDS1 (10.5Mbps) (per site)**	\$5,915.00	\$5,250.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 8xDS1 (12Mbps) (per site)**	\$6,480.00	\$5,755.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Additional Office Enhanced or Office Enhanced Handset-Free Seats above the first 6 seats (for NV1335) or above the first 49 seats (for NV4305) (MRC and NRC per seat)***	\$39.99	\$34.99	\$65.00
Additional Local Access MRC****	Amount of Q.Pricer quote in excess of \$150 for each DS1 (e.g., \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.)	Amount of Q.Pricer quote in excess of \$150 for each DS1 (e.g., \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.)	--

**APPENDIX D-2 TO DIR CONTRACT NO. DIR-TEX-AN-NG-CSA-ICXXX
 QWEST COMMUNICATIONS COMPANY, LLC
 QWEST iQ® MANAGED VoIP BUNDLE PROMOTIONAL ATTACHMENT**

Enhanced Port

* The Installation NRCs for Bundles in the following table will be waived as provided in the "NRC Waiver" section of the Attachment. Installation charges listed below include a single Customer site visit by a Qwest technician. If additional site visits are required, time and material charges will apply at Qwest's then current rates. The NRC waiver will not apply to any other NRCs for Services, including but not limited to Extended Wiring Charges or charges for additional site visits.

** Bundle Rate includes the MRC for the initial six Managed VoIP Office Enhanced seats (for DS1 or 2xDS1 port speeds using the NV1335 router/switch) or the initial 49 Managed VoIP Office Enhanced seats (for 3xDS1 and above port speeds using the NV4305 router/switch), one Qwest iQ Networking flat rate Enhanced Port, one Eligible Loop, Approved CPE and maintenance (for CPE only), and template-based firewall and optional site-to-site VPN on the router/switch. Note: The Bundle Rates for DS1 and 2xDS1 below assume Customer selects a NV1335 router/switch, requiring six Managed VoIP seats per Bundle. If Customer selects the NV4305 router/switch for DS1 or 2xDS1 Bundles, a minimum of 49 Managed VoIP seats will be required for the Bundle, and the Bundle Rate will increase accordingly.

*** The MRC for Additional Office Enhanced Seats includes the charge for IP handsets and handset maintenance for those seats.

**** For Customer sites that do not qualify for an Eligible Loop in Qwest's Q.Pricer® quoting tool, an additional MRC equal to the amount of the local access MRC shown in the Q.Pricer® quote in excess of \$150 for each DS1 (for example, \$300 for 2xDS1, \$450 for 3xDS1, \$600 for 4xDS1, etc.) will apply.

Rate Element	Two-Year Initial Term MRCs	Three-Year Initial Term MRCs	Installation NRCs*
Bundle Rate for DS1 (1.5Mbps) (per site)**	\$845.00	\$745.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$500 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 2xDS1 (3Mbps) (per site)**	\$1,450.00	\$1,280.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 3xDS1 (4.5Mbps) (per site)**	\$3,775.00	\$3,320.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 4xDS1 (6Mbps) (per site)**	\$4,380.00	\$3,855.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 5xDS1 (7.5Mbps) (per site)**	\$4,985.00	\$4,390.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 6xDS1 (9Mbps) (per site)**	\$5,590.00	\$4,925.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 7xDS1 (10.5Mbps) (per site)**	\$6,195.00	\$5,460.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Bundle Rate for 8xDS1 (12Mbps) (per site)**	\$6,800.00	\$5,995.00	Managed VoIP Service - \$65.00 per seat
			Qwest iQ Networking Service - \$1,000 per port
			Local Access – As shown in Q.Pricer quote
Additional Office Enhanced or Office Enhanced Handset-Free Seats above the first 6 seats (for NV1335) or above the first 49 seats (for NV4305) (MRC and NRC per seat)***	\$39.99	\$34.99	\$65.00
Additional Local Access MRC****	Amount of Q.Pricer quote in excess of \$150 for each DS1 (e.g., \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.)	Amount of Q.Pricer quote in excess of \$150 for each DS1 (e.g., \$300 2xDS1, \$450 3xDS1, \$600 4xDS1, etc.)	--

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Other Charges:

Component	Charge	NRC
Basic business white page listing (MRC per listing)*	\$1.95	-
Directory Assistance (per call)	\$1.99	-
Domestic Off-Net Calls (per minute)	\$0.05	-
International Off-Net Calls (per minute)	See the Qwest iQ Managed VoIP International Off-Net Call Price List at http://www.qwest.com/smallbusiness/products/voip/contracts/voip_ild.xls	
Extended Wiring NRC (if provided by Qwest)** per DS1 circuit	\$276 per DS1 circuit	

* Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation In-Region/in-franchise locations only. "In-Region" means Qwest Corporation's 14-state local service territory.

** Qwest will automatically include Extended Wiring on all new installation orders at the charge appearing in the pricing table. The charge applies to each DS1 circuit requiring Extended Wiring. (E.g., if Customer orders a 2XDS1 circuit, the Extended Wiring charge will be 2 x \$276, or \$552.) Qwest will determine whether Extended Wiring is required at Customer premises at the time of installation. If not required, a supplemental order will be placed to remove this charge. If the Extended Wiring NRC was billed to Customer when no Extended Wiring was required, Customer will be entitled to a credit for the Extended Wiring NRC actually charged.