

**QWEST CORPORATION
PRICING FLEXIBILITY PLAN CONTRACT
ANNUAL INCENTIVE**

This Pricing Flexibility Plan Contract ("Contract") is made by and between Qwest Corporation, 1801 California Street, Suite 1000, Denver, Colorado 80202 ("Qwest") (Attn.: Director Wholesale Contracts, Facsimile #: 303-896-7358, E-mail: wholesale.contracts@qwest.com, With Copy to: Wholesale Legal Department, Facsimile #: 1-888-778-0054), and tw telecom holdings inc. ("Customer") (Attn.: Susie Franke, Sr. Manager - Carrier Relations, susan.franke@twtelecom.com).

1. Background. This Contract provides for a discount associated with Customer's aggregate revenue commitment for Contributory Services. "Contributory Services" means the following Qwest services provided under (i) the Qwest Corporation Rates and Services Schedule Interstate No. 1 (the "RSS"): Synchronous Service Transport, Self Healing Network Services, GeoMax, Qwest Metro Optical Ethernet, and QWave Service; and (ii) the Qwest Interstate Access Tariff Federal Communications Commission ("FCC") No. 1 ("FCC1 Tariff"): analog private line, DS1, DS3, and Digital Data Service. The Customer's qualifying DS1 and DS3 FCC1 Tariff services must be under a Qwest Regional Commitment Program ("RCP") to be eligible for the discounts in this Contract. Qwest will provide and maintain the services described in this Contract at the locations requested by Customer as evidenced by Qwest records. Service is not provided pursuant to this Contract and services may extend beyond the Term of this Contract.

2. Tariff. The FCC1 Tariff is incorporated into this Contract by reference. Qwest may provide competitive pricing for certain interstate services available in the Metropolitan Statistical Areas ("MSAs") and wire centers specified in Section 23 of the FCC1 Tariff. The FCC1 Tariff can be viewed at: <http://tariffs.qwest.com:8000>. Qwest provides the services described in this Contract solely under the regulations, rates, and charges of the FCC1 Tariff, including, but not limited to minimum term for service and termination liability. Qwest must file a summary of this Contract and any subsequent addenda as a contract tariff with the FCC under FCC requirements. Either party may file this Contract with the FCC at the request of the FCC. The party filing this Contract must notify the other party of the filing. If any provision of this Contract or the contract tariff is held finally to be in violation of any regulation, law or FCC order or court decision, this Contract will continue to be in full force and effect with respect to provisions not affected by such regulation, law, FCC order or court decision. If there is a conflict between this Contract, Qwest records and the Tariff, the order of precedence is the discount terms and conditions of this Contract included in the contract tariff; the FCC1 Tariff; the other provisions of this Contract; and Qwest's records.

3. Contract Term. This Contract will commence upon the effective date of February 12, 2011 ("Effective Date") and will continue until the earlier to occur of (A) December 31, 2011 or (B) the termination of all of Customer's Contributory Services ("Term"). Qwest shall use commercially reasonable efforts to file the contract tariff contemplated hereby within two weeks of the date this Contract is first signed by both parties. Upon the expiration of the Term, this Contract will terminate.

4. Contributory Charges.

4.1 Commitment.

[REDACTED]

Class of Service	Quantity of Circuits on Effective Date	
	Minimum	Maximum
DS1	[REDACTED]	[REDACTED]
DS3	[REDACTED]	[REDACTED]

If Customer fails to meet the circuit counts specified above, Qwest will not provide an Annual Incentive for the Term. Customer's failure to meet the circuit count range specified above will have no other impact on Customer.

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4.2 Contributory Charges Definition. "Contributory Charges" means Customer's monthly recurring charges ("MRCs") for the Contributory Services billed in the Qwest Integrated Access Billing Services ("IABS") System during the Term, after the application of any discounts and specifically exclusive of any Excluded Charges. "Excluded Charges" means any charges not specified as a Contributory Charge, including, without limitation, the following charges:

REDACTED

4.3 Report. Qwest will calculate Customer's actual Contributory Charges at the end of the Term. Qwest will create a report ("Report") totaling all of the Contributory Charges included in bills generated in the Term. If Customer ordered Contributory Services prior to the Effective Date, only those Contributory Charges generated after the Effective Date during the Term will be included in Customer's actual Contributory Charge calculation. The bill date for the bills included in a Report may occur on various dates in the Term and will not reflect order activity involving moves, additions, changes or deletions ("MACD") occurring after the bill date but before the end of the Term or delays in posting of order activity in Qwest's systems. The Contributory Charges for the Term will not be recalculated for MACDs occurring after the bill date but before the end of the Term or for delays in the posting of order activity in Qwest's systems. The Report will include the Contributory Charges only under the following Access Customer Name Abbreviations ("ACNAs"): TIM and AVS.

5. Annual Incentive.

5.1 Formula. Customer is eligible for the Annual Incentive pursuant to the table below. [REDACTED] ("Maximum Contribution") are not eligible for the Annual Incentive. The Annual Incentive is calculated using the incremental Contributory Charges that exceed the Minimum Spend. The formula for the dollar 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 below table will be used to calculate the Annual Incentive.

Actual Contributory Charges Achieved at End of Term	Annual Incentive Percentage
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5.2 Application. The Annual Incentive is applied only against those Contributory Charges generated during the Term in locations that qualify for Phase I and II Pricing Flexibility, as listed in either Section 23 of the FCC1 Tariff or Section 23 of the RSS ("Recipient Services"). The credits are applied to the Recipient Services only if Customer, as of the expiration of the Term, has no Contributory Charges, shortfall charges and termination charges in arrears. In no event will the credit exceed an amount that would cause Customer to receive the Recipient Services at a price below

REDACTED

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the TSLRIC of such services. Qwest will apply the Annual Incentive to Customer's account within 90 days after the expiration of the Term.

5.3 No Other Discounts. Except for discounts provided pursuant to the Wholesale Data Services Agreement between Customer and Qwest, dated as of August 31, 2009, as amended and any discounts applied to the QMOE Service under another agreement, the discounts provided under this Contract may not be combined with any other promotion, discount, revenue commitment plan or contract tariff offering; provided, however, that notwithstanding the foregoing sentence, if Customer has enrolled in the regional commitment program under the FCC1 Tariff ("RCP") prior to the Effective Date, then Customer may continue to receive price reductions under the RCP in addition to the Annual Incentive discount for Contributory Charges under this Agreement.

6. Failure to Meet Minimum Spend. If Customer fails to meet its Minimum Spend, Qwest will not provide an Annual Incentive for the Term. Customer's failure to meet the Minimum Spend will have no other impact on Customer.

7. Notices. All required notices will be in writing, transmitted to the parties' addresses specified above and will be considered given either: (A) when delivered in person to the recipient named above; (B) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (C) when delivered to an overnight courier service.

8. Governing Law; Dispute Resolution. This Contract will be governed by the laws of Colorado, without regard to its choice of law principles; provided however, this Contract may also be subject to the Communications Act of 1934, as amended. Any legal proceeding arising out of, or relating to this Contract, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the Denver, Colorado metropolitan area. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury.

9. Legally Mandated Changes. Any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of this Contract to that extent without further notice.

10. Counterparts and Facsimile Signatures. This Contract may be executed by the parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Contract. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable.

11. General Provisions. This Contract constitutes the entire understanding between Qwest and Customer regarding the subject matter of this Contract and supersedes any prior contracts, agreements, or understandings regarding that subject matter. Neither party will, without the prior written consent of the other party issue any public announcement regarding this Contract or use the name or marks of the other party or its Affiliates. Such consent may only be given on behalf of Qwest by its Legal Department. Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Qwest, which will not be unreasonably withheld. Without limiting the generality of the foregoing, this Contract will be binding upon and will inure to the benefit of the parties' respective successors and assigns. In the event of a merger, acquisition, reorganization, sale of all or substantially all of Customer's assets, purchase by Customer or its affiliates of all or substantially all of a third party's assets, or change in control of Customer, any increase

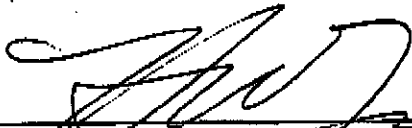
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in the MRCs that results solely from such merger, acquisition, reorganization, sale or purchase of assets, or change of control will be excluded from the Contributory Charges used to calculate the Annual Incentive.

REDACTED

Customer: tw telecom holdings inc.

Qwest Corporation



 Authorized Signature

Harold A. J. ...


 Name Typed or Printed

SVP Technical ...

 Title

2/11/11

 Date



 Authorized Signature

L.T. Christensen

 Name Typed or Printed

Director - Wholesale Contracts

 Title

2/11/11

 Date

Qwest Corporation

 Authorized Signature

Brian Fisher

 Name Typed or Printed

Title: Offer Management Director

 Date

REDACTED

HIGHLY CONFIDENTIAL
PURSUANT TO PROTECTIVE
ORDER IN UT-100820
02/11/2011 11:01AM

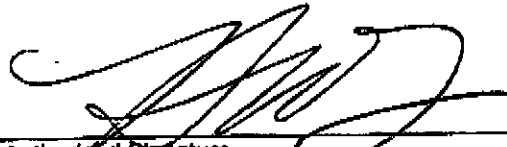
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Customer: tw telecom holdings inc.

Qwest Corporation



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 Name Typed or Printed

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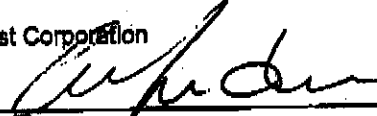
 Date

 Authorized Signature

 Name Typed or Printed

 Title

 Date

Qwest Corporation


 Authorized Signature

 Name Typed or Printed

 Title: Offer Management Director

 Date

tw telecom holdings inc.
SFA#096

REDACTED