

**AMENDMENT TO  
QWEST LOYAL ADVANTAGE™ AGREEMENT**

**THIS AMENDMENT NO. 1** (this "Amendment") by and between Qwest Communications Corporation ("Qwest") and Western Kentucky University ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content ID: 130751, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

NOV 30 2006

Qwest and Customer wish to amend the Agreement as follows:

**1. Revision of Term.** Section 2 of the Agreement, titled Term, is revised to include the following language: At the end of the Initial Term, Customer has the option to renew the Agreement for one additional one-year term at the rates set forth in the Service Exhibit(s). If the Customer does not elect the option to renew the Agreement for a one-year term, as stated in the Agreement, it will automatically renew on a month-to-month basis at the then current month-to-month rates, unless terminated earlier in accordance with the Agreement.

**2. Revision of Services.** Section 5 of the Domestic Voice Service Exhibit, titled Interstate Service Credit, is deleted in its entirety and replaced with the following:

**Section 5. Intrastate.**

State of Origination	Switched – Switched Outbound and Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)	Dedicated – Switched Outbound and Switched – Dedicated Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)
Kentucky	\$0.0340	\$0.0199

Domestic Intrastate Directory Assistance	Per Call Base Rate (all states)
Directory Assistance – per call	\$0.6500

**2. Revision of Services.** Domestic Interstate Directory Assistance in Section 4 of the Domestic Voice Service Exhibit is deleted in its entirety and replaced with the following:

Domestic Interstate Directory Assistance	Per Call Base Rate (all states)
Directory Assistance – per call	\$0.6500

**3. Pricing.** Any new rates applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. When the Agreement renews, Qwest will apply: (a) for Dynamic Rates, the then-current rates unless Customer received a promotional net rate; or (b) for Static Rates, the rates that are in effect at the time the service is ordered. After the conclusion of each Service's minimum service period, Qwest reserves the right to modify Static Rates and promotional discounts off Dynamic Rates upon not less than 30 days prior written notice to Customer; provided that Qwest may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to QCC without liability for Cancellation Charges for the affected Service, provided, however that Customer: (c) provides such notice within 30 days after the increase occurs; and (d) provides QCC 30 days to cure such increase. If Customer does not provide QCC such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

**4. Miscellaneous.** This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

TARIFF BRANCH  
**RECEIVED**  
12/6/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

AMENDMENT TO  
QWEST LOYAL ADVANTAGE™ AGREEMENT

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

QWEST COMMUNICATIONS CORPORATION

CUSTOMER: WESTERN KENTUCKY UNIVERSITY

By: [Signature]  
Name: Richard Fernandez  
Title: Offer Management - Director  
Date: 12/4/06

By: [Signature]  
Name: Kenneth B Baughke JR  
Title: Director Purchasing & Accounts Payable  
Date: 11/9/06

