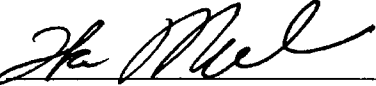

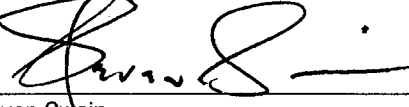
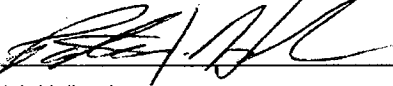


**AMENDMENT NO. 4 TO  
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT**

**Contract (QI) Number: 491853**

**THIS AMENDMENT NO. 4** (this "Amendment") by and between **Qwest Corporation** ("Qwest" or "QC") and **QCC** ("Customer"), hereby amends the QC Wholesale Data Services Agreement, 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.

<p><b>QWEST:</b> <b>QWEST CORPORATION</b></p> <p>By:  Warren Mickens Vice President, Customer Service Operations Date: <u>04/09/10</u></p> <p>Offer Management Director.</p> <p>By:  Date: <u>4/16/10</u></p> <p>By:  Steven Swain Vice President, Finance Date: <u>4/9/10</u></p>	<p><b>CUSTOMER:</b> <b>QWEST COMMUNICATIONS COMPANY, LLC</b></p> <p>By:  Patrick Halbach VP Assistant Controller Finance Date: <u>4/9/10</u></p>
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Qwest and Customer wish to amend the Agreement as follows:

1. Qwest and Customer have agreed that Qwest will provide Service to Customer at certain locations. Customer is solely responsible for providing space for Qwest equipment ("Customer-Provided Space") at the following locations:

7085 Bloomfield Rd, Des Moines, IA  
2000 Grand Ave, West Des Moines, IA

3755 N. Business Center Dr, Tucson AZ, 85705  
4050 E. Cotton Center Blvd, Phoenix, AZ, 85040

All SLAs, Service performance objectives, repair intervals, and Service interruption credits are contingent upon the Customer-Provided Space meeting the requirements described in Qwest Technical Publication No. 77368. Any service disruption deemed by Qwest in its sole discretion to have resulted from issues related to Customer-Provided Space relieves Qwest of its duties to provide Service at the involved location or locations and voids Customer's claim for any and all applicable service credits.

3. Customer agrees to reimburse Qwest for any equipment deemed by Qwest in its sole discretion to have been damaged as a result of issues related to Customer-Provided Space.

**AMENDMENT NO. 4 TO  
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT**

4. 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 will remain in full force and effect and be binding on the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter of this Amendment, and in the event there are any inconsistencies between the terms of this Amendment, the Agreement, the RSS, the Qwest Interstate Metro Optical Ethernet Service Exhibit or the Qwest Corporation Domestic Metro Optical Ethernet Service Level Agreement, the terms of this Amendment will control.