

**FIBER TO THE CUSTOMER PROMOTION
FIBER TO THE CUSTOMER PROMOTION AMENDMENT 5
WHOLESALE DATA SERVICES AGREEMENT**

THIS FIBER TO THE CUSTOMER PROMOTION AMENDMENT 5 (this "**Amendment**") is by and between **Qwest Corporation** ("**Qwest**") and Qwest Communications Company, LLC ("**Customer**") and amends the Wholesale Data Services Agreement between Customer and Qwest dated effective as of April 13, 2009, as may have been previously amended by amendment (the "**Agreement**"). This Amendment shall be effective as of the date when it has been signed by both parties (the "**Amendment Effective Date**"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

1. **Fiber to the Customer Promotion.** Services properly ordered pursuant to this Fiber to the Customer Promotion (the "**Promotion**") will be eligible to receive the pricing and/or discounts set forth in Attachment 1 attached hereto and subject to the terms herein. This Promotion applies to: QMOE® Service that meets the criteria of this Promotion ("**Eligible Services**"). Eligible Services are also subject to the terms and conditions of the applicable QMOE Service Exhibit made part of Customer's Agreement.
2. **Conditions of Promotion.** This Promotion is subject to the following conditions:
 - (a) Customer must have the QMOE Service Exhibit under their Agreement before or simultaneous with the Amendment Effective Date of this Amendment.
 - (b) Any Promotion order must be an order for **new** Eligible Service, or an existing Service that meets the criteria under this Promotion and whose Service Term is due to expire within 60 days of the Amendment Effective Date of this Amendment.
 - (c) Customer may not submit any ASRs to order Eligible Services under this Promotion before the Amendment Effective Date of this Amendment. Customers may add this Amendment to their Agreement on or before December 30, 2010. ASRs under this Promotion must be received by Jan 31, 2011 and must be completed by Feb 28, 2011 unless the delay is caused by Qwest.
 - (d) All of the locations associated with the Eligible Services ordered must be located within 2000 feet of select Qwest fiber builds, (the location, measurement and timing of which is to be determined by Qwest in its sole discretion).
 - (e) Standard pricing for construction associated with this Promotion will be found in Table 2 of Attachment 1, but to the extent Qwest determines at the time of the site-survey that conditions are encountered that materially differ from those ordinarily encountered and generally recognized as inherent in the necessary construction, including, but not limited to: solid rock or cobble; excessive permitting costs; lack of necessary access; frost or frozen ground; concealed conditions below the ground or within a structure; hazardous substances that present a physical or health hazard etc. ("Extraordinary Circumstances"), then the pricing in Table 2 will no longer apply and the parties may (a) enter into a Special Construction Agreement that will reflect modified construction costs or (b) either party may terminate the ASR associated with the construction that has encountered the Extraordinary Circumstance immediately upon notice without incurring any Termination Charges for cancelling the ASR for the Eligible Service.
 - (f) Customer must include the following promotion code on the ASR when placing the order for the Eligible Service: **FTTC**.
 - (g) The discounts under this Promotion cannot be combined with any other existing or concurrent discount, special pricing, or other promotional offer to which Customer may be entitled under its Agreement.
 - (h) Eligible Services offered under this Promotion are subject to availability as determined by Qwest in its sole discretion.
 - (i) In addition to any applicable Termination Charge, Customer will also be responsible for paying the NRC contained in the RSS that is associated with any Eligible Service and otherwise waived under this Promotion if, prior to the conclusion of the Service Term, the Eligible Service is terminated either by Qwest for Cause or by Customer for Convenience
3. **Title to Equipment and Facilities Resulting From Construction.** Customer will not own facilities placed as a result of the construction performed under the Promotion; all title to, and ownership of all lines, equipment and other property installed or constructed by Qwest in connection with the Promotion or the provisioning of Service is and remains with Qwest.


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4. **Conflict.** The terms and conditions of Customer's Agreement will apply to this Promotion, but in the event of an express conflict between this Promotion and any other part of Customer's Agreement, the terms of this Promotion will control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST CORPORATION

By: 
Warren Mickens

Vice President, Customer Service Operations

Date: 06/17/10

CUSTOMER:

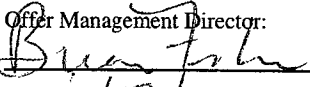
QWEST COMMUNICATIONS COMPANY, LLC

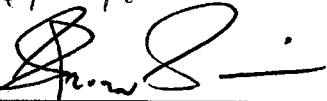
By: 
Patrick Halbach

VP Assistant Controller Finance

Date: 6/18/10

Offer Management Director:


Date: 6/17/10

By: 
Steven Swain

Vice President, Finance

Date: 6/18/10

**Attachment 1 to the Fiber to the Customer Promotion Amendment
WHOLESALE DATA SERVICES AGREEMENT**

TABLE 1: QC QMOE FTTC Promotion Discounts						
	USOC	Bandwidth Profile	Port Speed	Service Term (in months)	Discount Percentage off of each MRC under the RSS for Bandwidth, QoS and Diversity	Port Speed NRC per each (if different than the RSS)
	BP4M3	200 Mbps	1000 Mbps	36 months	0%	waived
	BP4N3	300 Mbps	1000 Mbps	36 months	15%	waived
	BP4O3	400 Mbps	1000 Mbps	36 months	20%	waived
	BP4Q3	600 Mbps	1000 Mbps	36 months	20%	waived
	BP4U3	1000 Mbps	1000 Mbps	36 months	25%	waived
	BP4L5	100 Mbps	1000 Mbps	60 months	0%	waived
	BP4M5	200 Mbps	1000 Mbps	60 months	0%	waived
	BP4N5	300 Mbps	1000 Mbps	60 months	15%	waived
	BP4O5	400 Mbps	1000 Mbps	60 months	20%	waived
	BP4Q5	600 Mbps	1000 Mbps	60 months	20%	waived
	BP4U5	1000 Mbps	1000 Mbps	60 months	25%	waived

TABLE 2: CONSTRUCTION TO SUPPORT ELIGIBLE SERVICES			
	Distance ≤ 1000ft from select fiber build	Distance 1001 ft - 1500ft from select fiber build	Distance 1501 ft – 2000ft from select fiber build
Standard Cost for Construction	\$0	\$12,000	\$22,000