

**Lifeline/Link Up and Tribal Lifeline Amendment
to the Resale Agreement between
Qwest Corporation dba CenturyLink QC
and
North Olympic Peninsula Data Centers, LLC
for the State of Washington**

This is an Amendment (“Amendment”) to the Resale Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and North Olympic Peninsula Data Centers, LLC (“Reseller”). CenturyLink and Reseller shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a Resale Agreement (“Agreement”) for service in the state of Washington which was approved by the Commission on May 27, 2011 in Docket No.UT-113008; and

WHEREAS, the FCC altered the obligations of incumbent local exchange carriers to resell certain telecommunications services in FCC Order No. 15-71, adopted June 18, 2015, removing the requirement to offer resale of telephone assistance plans (“TAP”).

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for telephone assistance plans (TAP), including but not limited to Lifeline/Link Up and Tribal Lifeline services as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective as of August 15, 2016, in accordance with the FCC Order 15-71, adopted June 18, 2015.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

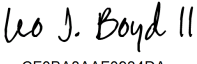
Entire Agreement


The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

North Olympic Peninsula Data Centers, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:

 Signature
 Leo J. Boyd II
 Name Printed/Typed
 Chief Technical Officer
 Title
 8/19/2016
 Date

DocuSigned by:

 Signature
 Diane Roth
 Name Printed/Typed
 Director – Wholesale
 Title
 8/19/2016
 Date

ATTACHMENT 1

The following language is added or hereby replaces the existing language, in the Agreement, in its entirety:

Section 6.0 – RESALE

6.2 Terms and Conditions

6.2.2.3 Residential services are available for resale by Reseller only to the same class of End User Customers eligible to purchase these services from CenturyLink. Telephone assistance plans (TAP), including but not limited to Lifeline/Link-up and Tribal Lifeline services, are not available for resale.

6.2.2.3.1 Intentionally Left Blank.

6.2.2.3.2 Intentionally Left Blank.