

**AMENDMENT NO. 25 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 25 (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions and related rate exhibits and section set forth in Exhibit(s) T-2 Section 1.2 attached to this Amendment (the "New Services") shall be added to the Amendment and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibits T-2 Section 1.2 (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective and retroactive to the date of Amendment 17, July 15, 2009, and shall appear on the Customer's next full monthly billing cycle following the Amendment Effective Date which shall continue to apply until the expiration of the applicable service term for the applicable Old Services and until changed pursuant to Customer order.

3. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as described above.

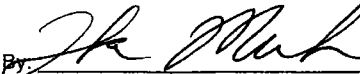
4. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

¹ Since certain international rates are subject to change on five (5) days notice, Customer acknowledges that, until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

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

QWEST:

QWEST COMMUNICATIONS COMPANY, LLC

By:  _____

Warren Mickens

Vice President, Customer Service Operations

Date: 10/26/10 _____

Offer Management Director:  _____

Date: 10/26/10 _____

Customer:

Qwest Corporation

By:  _____

Name: Steven Swain

Title: Vice President - Finance

Date: 10/26/10 _____

**ATTACHMENT T-2
LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

1. Special Pricing.

1.1 As of the Effective Date of Amendment No. 8 to the Agreement, the following Terms and Conditions shall apply:

Customer shall be eligible to receive special pricing for the new On-Net Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits a Service Order Form (as defined in Exhibit T). The Specially Priced Circuits shall not be eligible for any additional rebates, credits, promotions or discounts and shall be provided subject to capacity and availability as determined by Qwest.

| Location Service Address | Circuit Type | Minimum Service Term | MRC for Each Circuit* | NRC for Each Circuit |
|--|--------------|-------------------------------------|-----------------------|----------------------|
| 910 15 th Street Suite 400 Denver, CO 80202 (NPA-NXX) 303-571 | 2.5G | Sixty (60) Consecutive Months | \$0.00 | \$0.00 |
| 400 Tijeras Ave 3 rd Floor Albuquerque, NM 87102 (NPA-NXX) 505-246 | 2.5G | Sixty (60) Consecutive Months | \$0.00 | \$0.00 |

*Upon expiration of the Minimum Service Term or the Term of the Agreement, whichever is later, Qwest has the option to provide month-to-month On-Net Access Service for the Specially Priced Circuits at Qwest's then-current rates.

1.2 As of the Effective Date of Amendment No. 17 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than July 31, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit* | NRC for Each Circuit |
|---|--------------|-----------------------------|-----------------------|----------------------|
| 6490 S Quebec St Englewood, CO 80111 NPA/NXX: 303/694 | GiGE | 12 Consecutive Months | \$4,560.00 | \$0.00 |
| 1122 3D Seattle, WA 98101 NPA/NXX: 206/223 | GiGE | 12 Consecutive Months | \$1,933.00 | \$0.00 |
| 225 Williams S Renton, WA 98055 NPA/NXX: 425/251 | GiGE | 12 Consecutive Months | \$1,650.00 | \$0.00 |
| 25 S 5 th St Tempe AZ 85281 NPA/NXX: 480/894 | GiGE | 12 Consecutive Months | \$8,704.00 | \$0.00 |

*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.

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*Footnote 1. This is to correct MRC for Service Address 25 S 5th St, Tempe AZ 85281 & make retroactive the correct MRC to the Effective Date of Amendment 17 of July 15, 2009.

1.3 As of the Effective Date of Amendment No. 20 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than 45 days from October 12, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit* | NRC for Each Circuit |
|---|--------------|-----------------------------|-----------------------|----------------------|
| 126 E Alameda St Tucson, AZ 85701 NPA/NXX: 520/206 | GiGE | 12 Consecutive Months | \$4,360.00 | \$0.00 |
| 8545 E Broadway Blvd Tucson, AZ 85710 NPA/NXX: 206/223 | GiGE | 12 Consecutive Months | \$9761.00 | \$0.00 |
| 118 S 19 St Omaha, NE 68102 NPA/NXX: 402/220 | GiGE | 12 Consecutive Months | \$8709.00 | \$0.00 |
| 1119 N 90 th St Omaha, NE 68114 NPA/NXX: 402/391 | GiGE | 12 Consecutive Months | \$8709.00 | \$0.00 |

*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.

1.4 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Ethernet Local Access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits). The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Customer Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit | NRC for Each Circuit |
|---|--------------|----------------------------------|----------------------|----------------------|
| 364 Ferguson Dr Mountain View, CA 94043 650/968 1 st Floor Telco Room | GIGE | Sixty (60) Consecutive Months | \$5,192.00 | \$0.00 |

**ATTACHMENT T-2
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1.5 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Wavelength Local access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Customer Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit | NRC for Each Circuit |
|---|--------------|---------------------------------------|----------------------|----------------------|
| 910 15 th St 3 rd floor Denver, CO 80202 | GIGE | Thirty six (36) Consecutive Months | \$400.00 | \$0.00 |

1.6 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Cross-Connect (as defined in Exhibit T) component of their existing circuit, at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Customer Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit | NRC for Each Circuit |
|---|--------------|----------------------------------|----------------------|----------------------|
| 9180 Commerce Center Cir. Littleton, CO 80129 303/791 Cyber Center Cross Connect | GIGE | Sixty (60) Consecutive Months | \$400.00 | \$0.00 |