

AMENDMENT TO QWEST LOCAL SERVICES PLATFORM™ AGREEMENT

This amendment ("Amendment"), by and between Qwest Corporation ("Qwest"), a Colorado corporation, and **Eschelon Telecom, Inc. on behalf of its affiliates ("CLEC")** (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties") amends the Qwest Local Services Platform™ ("QLSP™") Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSP™") Agreement ("Agreement") with an Effective Date of January 4, 2011; and

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

NOW THEREFORE, in consideration of the foregoing and 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 modifying the following terms and conditions of Attachment 2 and Exhibit A.

1. The last sentence of Sections 1.5.2, 3.8.3 and 3.8.5 of Attachment 2 to the Agreement shall be deleted and replaced with the following:

"The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate."
2. Notwithstanding anything to the contrary in the Agreement, the rate sheet(s) attached hereto as Exhibit A shall apply to port rates for Services provided in the applicable state(s) identified therein. Except as expressly modified by this Amendment, all other rates reflected in the Agreement shall remain in full force and effect.
3. The last sentence of Section 3.4.1 of Attachment 2 to the Agreement is hereby deleted in its entirety.

For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement by which port rates could be increased, other than as amended hereby, port rates shall remain unchanged throughout the term of the Agreement (as such term is identified in Section 3 of the Agreement), except that the Parties understand and agree that the terms and conditions of the Agreement regarding the annual variable discount structure associated with CLEC growth and retention thresholds shall continue to apply throughout the term of the Agreement.

Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be 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 of the Parties hereto. 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 by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter 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 subject matter of the Agreement, as amended.

**AMENDMENT TO
QWEST LOCAL SERVICES PLATFORM™ AGREEMENT**

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.

<p>Qwest Corporation:</p> <p>By: _____</p> <p>Name: <u>L. T. Christensen</u></p> <p>Title: <u>Director – Wholesale Contracts</u></p> <p>Date: _____</p>	<p>ESCHELON TELECOM, INC. on behalf of its affiliates:</p> <p>Eschelon Telecom of Arizona, Inc. Eschelon Telecom of Colorado, Inc. Eschelon Telecom of Minnesota, Inc. Eschelon Telecom of Oregon, Inc. Eschelon Telecom of Utah, Inc. Eschelon Telecom of Washington, Inc. Eschelon Telecom, Inc. (for ID & NM)</p> <p>By: _____</p> <p>Name: <u>J. Jeffery Oxley</u></p> <p>Title: <u>EVP, General Counsel</u></p> <p>Date: _____</p>
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