

**Amendment for Calculating Local Usage Charges associated with UNE-E Switching on
interLATA and intraLATA Toll Traffic
To the Interconnection Agreement
between
Qwest Corporation
and
Eschelon Telecom of Washington, Inc.**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eschelon Telecom of Washington, Inc. ("Eschelon").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission ("Commission") on February 24, 2000, as referenced in Docket No. UT-990385 ("Agreement"); and

WHEREAS, the Parties entered into a Settlement Agreement dated March 1, 2002 ("Settlement Agreement"), which is being filed with the Commission contemporaneously with this Amendment, that states, in Paragraph 3(c): "Attachment 3 to the Implementation Plan dated July 31, 2001/August 1, 20001 relating to UNE-E will continue to bind the Parties unless the Parties agree otherwise in a writing executed by both Parties. Eschelon agrees that Qwest will file this Attachment 3 as an amendment to the Interconnection Agreement."; and

WHEREAS, the Parties amend the Agreement by adding the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to add, to the Agreement, the terms and conditions for calculating local usage charges associated with UNE-E Switching on Eschelon's interLATA and intraLATA Toll Traffic, as set forth in Attachment 1 (formerly Attachment 3 to the Implementation Plan), attached hereto and incorporated herein.

UNE-E means "Unbundled Network Element – Eschelon, a product purchased by Eschelon under its Interconnection Agreement, as amended in November of 2000 and July and August of 2001." The terms and conditions in Attachment 1 apply only to UNE-E and do not otherwise apply to UNE-Platform ("UNE-P").

2. Effective Date

This Amendment shall be deemed effective upon Commission approval.

3. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may be further amended or altered only by a written instrument executed by an authorized representative of both Parties.

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.

Eschelon Telecom of Washington, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1

Qwest will calculate local usage charges associated with UNE-P switching on Eschelon's interLATA and intraLATA toll traffic as follows¹:

1. Qwest will utilize the Originating and Terminating long distance minutes of use on Eschelon's UNE-P lines monthly as reported in the switched access minutes of use provided to Eschelon by Qwest. Qwest will identify the usage by state, so appropriate state rates can be applied to each minute of usage.
2. Qwest's invoice will show the rates used to calculate the usage charges. The rate elements applicable to this traffic are local switching ("LS") and shared transport ("ST") as set forth in the interconnection Agreements between the Parties (not access tariffs). Charges will reflect any rate reductions subsequently made by Qwest either voluntarily or upon regulatory or court order. If there are such reductions after the effective date of this Amendment, Qwest will use any such new rates in the monthly calculation when the rates become effective.
3. Routing of traffic will determine the appropriate rates to apply to each minute. Certain assumptions will be made as to the percent of traffic originating and terminating from a tandem versus traffic routed directly to and from end offices (e.g., Direct End Office Trunking, "DEOT") The calculations for each revenue stream to Qwest are as follows:
 - a. Total Originating Local Switching Revenue Is equal to Revenue from End Office Routed Traffic plus Revenue from Tandem Routed Traffic: (i + ii + Total Originating Local Switching Revenue)
 - i. Revenue from End Office Routed Traffic is:-
% DEOT Routed Originating Minutes of Use ("MOUs") x Originating MOUs x LS rate element
 - ii. Revenue from Tandem Routed Traffic is:
[(1 - DEOT Routed Originating Traffic) x Originating MOUs x LS rate element] + [(1 - % DEOT Routed Originating Traffic) x Originating MOUs x ST rate element]
 - b. Total Terminating Local Switching Revenue is equal to Revenue from End Office Routed Traffic plus Revenue from Tandem Routed Traffic.

¹ The terms and conditions in this Attachment 1 apply only to UNE-E (Unbundled Network Element—Eschelon, a product purchased by Eschelon under its Interconnection Agreement, as amended in November of 2000 and July and August of 2001), and do not otherwise apply to UNE-Platform ("UNE-P").

i. Revenue from End Office Routed Traffic is:

% DEOT Routed Terminating MOUs x Terminating MOUs X
LS rate element

ii. Revenue from Tandem Routed Traffic is:

[(1 - % DEOT Routed Terminating Traffic) x Terminating MOUs x LS
rate element] + [1 - % DEOT Routed Terminating Traffic) x Terminating
MOUs x ST rate element]

c. Total Local Switching Revenue = (a) Originating Revenue + (b)
Terminating Revenue

4. As reflected in the above calculation, the LS rate is applied to all traffic, while the
ST rates are only applied to traffic that is routed through an access tandem.

5. The following weighting factors for DEOT and Tandem traffic will be used until
the Parties agree to new weighting factors or actual weightings can be obtained.

a. Originating:

i. DEOT Routed: AZ (59.5%); CO (60.0%); MN (47.5%);
OR (57.0%); UT (58.50%); WA (58.0%)

ii. Tandem Routed: AZ (41.5%); CO (40.0%); MN (52.5%);
OR (43.0%); UT (41.5%) WA (42.0%)

b. Terminating:

i. DEOT Routed: AZ (57.50%); CO (55.5%); MN (50.0%);
OR (54.0%); UT (53.5%); WA (54.5%)

ii. Tandem Routed: AZ (42.5%); CO (44.5%); MN (50.0%);
OR (46.0%); UT (46.5%); WA (45.5%)

If actual weightings can be obtained, actual weightings will be used.

6. In the event that usage, routing, or network configuration patterns change, the
Parties agree to negotiate any material changes to the assumptions in the above calculation.