

**Unbundled Network Element Platform Pricing Amendment  
to the  
Interconnection Agreement  
between  
Qwest Corporation  
and  
Eschelon Telecom of Washington, Inc.  
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a US WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Eschelon Telecom of Washington, Inc. ("CLEC"), a Minnesota corporation.

**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 on February 24, 2000, as referenced in Docket No. UT-990385 ("Agreement");

WHEREAS, the Parties amended the Agreement on November 15, 2000 to include, among other provisions, rates for the Unbundled Network Element Platform (UNE-P) and the features available on a flat-rated basis offering;

WHEREAS, the Parties further amended the Agreement effective July 1, 2001 to update the rates for the UNE-P and the features available on a flat-rated basis offering; and

WHEREAS, the Parties agreed in the Settlement Agreement dated March 3, 2002, that the product purchased by Eschelon pursuant to the November 15, 2000 and July 1, 2001 Amendments was "UNE-E" rather than "UNE-P".

WHEREAS, the Parties wish to further amend the Agreement by updating the rates for UNE-E 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:

**1. Amendment Terms**

This Amendment is for the purpose of amending the monthly recurring charges for UNE-E, as set forth in Attachment 1, attached hereto and incorporated herein.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval; however,

the Parties agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. Amendments; Waivers**

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.

**4. Entire Agreement**

Except as provided in this Amendment, the provisions of the Agreement (as previously amended) shall remain in full force and effect. Other than the publicly filed Agreement and its Amendments, Qwest and Eschelon have no agreement or understanding, written or oral, relating to the terms and conditions for the monthly recurring charges for UNE-E, as set forth in Attachment 1. Nothing in this Amendment shall be deemed a settlement of or admission by either party concerning Eschelon's claim that it is entitled to the rates contained in this Amendment for periods prior to the date of this Amendment.

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**

The following rates for UNE-E shall apply from the date of execution of this Amendment through December 31, 2003.

	Platform Recurring	Additional Charge for each 50 Minute Increment > 525 Originating Local MOU/Month per Line
WA	\$ 21.51	\$ 0.195

Beginning January 1, 2004 until termination of the Agreement, the rates for UNE-E will be as follows.

	Platform Recurring	Additional Charge for each 50 Minute Increment > 525 Originating Local MOU/Month per Line
WA	\$ 24.35	\$ 0.195