

Private and Confidential

**BILLING DISPUTE
SETTLEMENT AGREEMENT**

This Billing Dispute Settlement Agreement ("Agreement") is made as of the 21st day of January, 2004, between Qwest Corporation, a Colorado corporation ("QC"), and United Communications, Inc., d/b/a UNICOM, an Oregon corporation ("UNICOM") (QC and UNICOM collectively referred to as the "Parties").

R E C I T A L S

A. WHEREAS QC and UNICOM have the following billing dispute:

UNICOM alleges that it is entitled to a noticed DSL promotional discount that Qwest provided to resellers from February 28, 2004 to October 22, 2004, and whereas Qwest disputes UNICOM's entitlement to the discount because UNICOM allegedly did not properly the code their orders to obtain the discount (the "Billing Dispute").

B. WHEREAS The Parties each dispute the allegations of the other regarding the Billing Dispute. The Parties wish to resolve the Billing Dispute amicably and without further delay or resort to costly litigation or other legal proceedings.

C. WHEREAS UNICOM desires to minimize future disputes by acknowledging that it shall not initiate billing disputes that were caused by its or its agents acts or omissions in coding UNICOM's orders;

Therefore, in consideration of the mutual promises and covenants contained herein, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENTS AND COVENANTS

1. QC shall credit the sum of \$ _____ UNICOM on its next bill within thirty (30) days of full execution of this Agreement (the "QC Credit"). The remittance of the QC Credit shall be the full satisfaction of the Billing Dispute, and the Parties agree that all balances related to this Billing Dispute shall go to zero (0).

2. In consideration of the payments, covenants, agreements and commitments contained herein and UNICOM's performance of this Agreement, QC releases, acquits, holds harmless and forever discharges UNICOM, its officers, directors, employees, agents, attorneys, successors, assigns, parents, subsidiaries, affiliates, shareholders, partners, insurance companies and bonding companies and each of their directors, officers, agents, attorneys, employees and representatives (collectively "UNICOM Released Parties") from any and all claims, demands, damages, disputes, actions, causes of action, suits, debts, duties, losses, and obligations of any kind or nature whatsoever (collectively, "Claims"), known or unknown, related to or arising out of the Billing Dispute which it has, had or may have that accrued from the beginning of time through the date of the execution of this Agreement against the UNICOM Released Parties, or any of them. This Agreement shall constitute a full satisfaction, discharge and release of all claims related to the Billing Dispute.

3. In consideration of the payments, covenants, agreements and commitments contained herein and QC's performance of this Agreement, UNICOM releases, acquits, holds harmless and forever discharges QC its

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officers, directors, employees, agents, attorneys, successors, assigns, parents, subsidiaries, affiliates, shareholders, partners, insurance companies and bonding companies and each of their directors, officers, agents, attorneys, employees and representatives and its affiliates (collectively "QC Released Parties") from any and all Claims, known or unknown, related to or arising out of the Billing Disputes which any of them has, had or may have that accrued from the beginning of time through the date of the execution of this Agreement against the QC Released Parties, or any of them. UNICOM further agrees to waive any Claims, known or unknown, accruing now or in the future, relating to or arising out of Qwest's failure to provide rates or discounts to UNICOM where such failure was caused by UNICOM's act or omission, including, but not limited to UNICOM's failure to designate its orders with the appropriate rate or discount code. This Agreement shall constitute a full satisfaction, discharge and release of all claims related to the Billing Disputes.

4. The terms, conditions and provisions of this Agreement shall inure to the benefit of, and are binding upon, the respective successors and subsidiaries of QC and UNICOM, and each of them.

5. QC and UNICOM each represents and warrants, that:

(A) It has full authority and the present ability to perform all of its obligations under this Agreement;

(B) It has obtained all governmental consents, approvals and authorizations required or necessary in order for it to perform all of its obligations under this Agreement;

(C) It has all requisite corporate and other legal power and authority to enter into and perform its obligations under this Agreement;

(D) It will comply with all applicable laws, rules, regulations and orders of all governmental agencies, bodies and other organizations in performing its obligations under this Agreement;

(E) No consents, approvals, authorizations or notices from any third parties are required in connection with or for: (i) the performance of its obligations under this Agreement; (ii) the validity and enforceability of this Agreement; or (iii) its execution, delivery and performance of its obligations under this Agreement; and

(F) It has not assigned, sold or transferred its right, power or authority to execute and grant the releases and enter into the covenants and agreements contained herein.

6. This Agreement constitutes the full, entire and complete understanding and agreement between QC and UNICOM and supersedes any prior understandings, agreements or representations, if any, whether written, oral or otherwise, that relate in any manner whatsoever to the subjects of this Agreement.

7. No term or condition of this Agreement, including without limitation the terms and conditions of this paragraph, may be amended, modified or supplemented, and no waivers or consents to departures from any of the terms and conditions of this Agreement shall be effective or of any force or effect other than as shall be set forth in and pursuant to a written instrument signed by both QC and UNICOM, as applicable. No waiver by either party of any default, misrepresentation or breach of any term or condition of this Agreement, whether intentional or otherwise, will be deemed to extend to any prior or subsequent default, misrepresentation or breach of any term or condition of this Agreement or in any manner affect any rights arising by reason of any such prior or subsequent default, misrepresentation or breach.

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and agree that this Agreement does not constitute an admission by either of them of the truth, accuracy or merit of any fact, asserted principle of law, any matter, claim or cause of action alleged or asserted in any judicial, regulatory or other forum, whether past, present or future, relating to the subject matter of this Agreement. This Agreement does not constitute an admission with respect to the appropriateness or legality of any charges, billed or unbilled, whether paid or unpaid, nor does it constitute an ongoing term or condition of any interconnection agreement or otherwise. Nothing contained herein shall be construed or interpreted to preclude representatives of QC or UNICOM from responding to legal process in connection with the subject matter of this Agreement; provided, that any such responding party shall provide prompt notice of any such response to the other party.

13. Either party may, in its discretion and upon notice to the other party, may provide a copy of this agreement to any state public utility commission or the Federal Communications Commission.

14. This Agreement may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same document.

IN WITNESS THEREOF, QC AND UNICOM have caused this Agreement to be duly executed and delivered as of the date first set forth above.

Qwest Corporation

By: [Signature]
Name: Suzanne Anderson
Title: VP-Wholesale
Date: 3-24-05

UNICOM

By: [Signature]
Name: Michael E. Draughton
Title: VP Operations
Date: 1/24/05