

INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement (“Amendment”) is made and entered into by and between Eschelon Telecom, Inc. (“Eschelon”) and Qwest Corporation (“Qwest”) (collectively, the “Parties”) on this ___ day of November, 2000.

The Parties agree to file this Amendment as an amendment to all Interconnection Agreements (“Agreements” and, singularly, “Agreement”) that they are currently operating under or that they may enter into prior to December 31, 2005, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions, with such conditions being integrally and inextricably a material part of this agreement:

1.1 Within 30 days of the Parties’ execution of this Amendment, Eschelon agrees to have purchased, and to continue to purchase throughout the terms of this Amendment, at least 50,000 access lines from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier), all of which are to be business lines, not residential lines. “Access lines” include lines purchased for unbundled loops, whether purchased alone or in combination with other network elements

1.2 Qwest and Eschelon agree, that within 30 days of the Parties’ execution of this Amendment, they will execute an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a “bill and keep” basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic that originates with a customer of one company and terminates to a customer of the other company provided, however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under an escalation process to be established between the Parties.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on Eschelon’s current characteristics, which include service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of Eschelon’s service, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to

approval by the appropriate state commissions, and the Parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the term of any existing interconnection agreement. This Amendment and the underlying Agreements shall be binding on Qwest and Eschelon and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with the underlying Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. This Amendment may not be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intend that this Amendment be effective as of October 1, 2000, and have executed the Agreement in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.10 Unless terminated as provided in this section, the term of this Amendment is from October 1, 2000 until December 31, 2005. This Amendment can be terminated only in the event that both Parties agree in writing.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of Eschelon, to either prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost based nonrecurring conversion and/or nonrecurring charges will apply.

1.12 All factual preconditions and duties set forth in this Amendment are intended to be, and are considered by the Parties to be, reasonably related to, and dependent upon each other.

1.13 To the extent any Agreement does not contain a force majeure provision, then if either Party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such Parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal,

state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or material vendor failures, or cable cuts, then such Party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.14 Neither Party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other Party, without the prior written consent of the other Party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Eschelon agrees to the following:

2.1 To pay Qwest \$10 million to convert to the Platform and to be released from any termination liabilities associated with Eschelon's existing contracts for resold services with Qwest as set out in the Attachment to section 3.2.

2.2 To purchase from Qwest during the term of this Amendment, at least \$150 million worth of services and elements (the "Services"). Based on all the terms and conditions contained herein, including the purchase commitment of \$150 million, Eschelon may also purchase from Qwest, on a Platform basis and at retail rates, DSL and voice messaging service.

2.3 As set forth in section 1.1 of this Amendment, Eschelon agrees to purchase from Qwest, during each of the five calendar years of this Amendment, a minimum of 50,000 business access lines, and to maintain on Qwest access lines to end users at least 80% (in terms of physical facilities) of Eschelon's local exchange service in the region where Qwest is the incumbent local exchange carrier. In addition, by December 31, 2001, Eschelon agrees that at least 1000 business access lines will be maintained in at least eight of the eleven markets (Minneapolis, St. Paul, Seattle, Tacoma, Portland, Salem, Eugene, Denver, Boulder, Salt Lake City, Phoenix) in which Eschelon is doing business and Qwest is the incumbent local exchange carrier. Eschelon further agrees that it will meet or exceed the following schedule of growth in its purchase of business access lines:

YEAR	AGREED LINE COUNTS AND	ANNUAL PERCENTAGE GROWTH OF AGREED LINE COUNTS
end of 2000	50,000 lines	
2000 – 2001	80,000 lines	60%
2001 – 2002	110,000 lines	37%
2002 – 2003	140,000 lines	27%
2003 – 2004	170,000 lines	21%
2004 – 2005	200,000 lines	18%

The growth in lines identified above refers to end of the year agreed line counts. This minimum line commitment will be reduced proportionally in the event Qwest sells any exchanges where it is currently the incumbent local exchange service provider, but only to the extent that any such sale materially impacts Eschelon's purchase of access lines from Qwest. For purposes of this provision, access lines include lines purchased for unbundled loops, whether purchased alone or in combination with other network elements.

2.4 To place orders for the Products offered in this Amendment, and for features associated with such product, Eschelon will use one of the electronic interfaces offered by Qwest.

2.5 During the term of the Amendment, Eschelon and Qwest will adopt and follow a bill and keep arrangement for reciprocal compensation, as described in section 1.2. In addition, Eschelon agrees to be financially responsible, and make arrangements with other carriers, for any reciprocal compensation and switched access charges for traffic between Eschelon and carriers other than Qwest.

2.6 Within the 14-state region wherein Qwest serves as the incumbent local exchange carrier, Eschelon agrees: (a) to operate in, and to continue operating in, at least eleven markets within the 14-state region; (b) that the next six new markets that it enters will be within the 14-state region; and (c) to operate in, and to continue operating in, all of the Tier 1 cities in the 14-state region (Minneapolis/St. Paul, Salt Lake City, Denver, Phoenix, Seattle, and Portland). In the event Qwest sells any exchanges in any of the markets where it is the incumbent local exchange carrier and where Eschelon is currently operating or can sufficiently demonstrate an intent to commence operations, the Parties agree to reasonably adjust these requirements accordingly.

2.7 To provide Qwest accurate daily working telephone numbers of Eschelon customers to allow Qwest to provide daily usage information to Eschelon so that Eschelon can bill interexchange or other companies switched access or other rates as appropriate.

2.8 Beginning January 1, 2001, to provide Qwest with rolling 12 month

forecasted volumes, including access line volumes, to the central office level, updated quarterly, and where marketing campaigns are conducted.

2.9 To hold Qwest harmless in the event of disputes between Eschelon and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch, provided that Qwest cooperates in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

2.10 For at least a one-year period, Eschelon agrees to pay Qwest for the services of a Qwest dedicated provisioning team to work on Eschelon's premises.

2.11 For at least a six week period, Eschelon agrees to participate with Qwest in a loop cutover trial.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 In consideration for Eschelon's agreement in section 2.1 of this agreement, to waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating Eschelon contracts for services purchased from Qwest for resale as described in this Amendment.

3.2 To provide throughout the term of this Amendment the Platform described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components, including pricing, of an unbundled network element platform, upon the rates, terms and conditions in the Attachment to section 3.2.

3.3 To provide daily usage information to Eschelon for the working telephone numbers supplied to Qwest by Eschelon, so that Eschelon can bill interexchange or other companies switched access or other rates as appropriate.

3.4 As described in section 1.2 of this agreement, to reach agreement and remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with Eschelon, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2005.

3.5 To provide electronic interfaces to adequately support the product described in the Attachment to section 3.2.

Eschelon Telecom, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Authorized Signature

Name Printed/Typed

Title

Date

Attachment 3.2

- I. Performance by Eschelon of the covenants and agreements in sections 1 and 2 of the Amendment to which this Attachment is a part.
- II. Performance by Qwest of the covenants and agreements in sections 1 and 3 of the Amendment to which this Attachment is a part.
- III. State rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
 - A. In determining statewide usage Eschelon agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis (or other agreed upon measurement period). If statewide average usage exceeds the 525 originating local minutes per month per line for a three month period (or such other agreed upon measurement period) on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first incremental audit will be conducted during December 2000 (or at such other time as the Parties mutually agree). If average usage is above 525 originating local minutes on a statewide basis, the incremental usage element will not be applied for January, February and March usage for that state. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage (or at such other time as the Parties mutually agree). If the average statewide usage is above 525 originating local minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage for that state. All audits will follow on a rolling quarterly basis (or other agreed upon measurement period), and all increments shall be applied on a rolling basis. Qwest will review with Eschelon the results of its audits of the local usage, and provide Eschelon with its audit reports, if any.
 - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
 - C. Platform rates include only one primary directory listing per telephone number.
 - D. Voice messaging service and DSL service are available in combination with Platform orders at retail rates, and such availability is conditioned on paragraph I above.
 - E. Rates associated with miscellaneous charges, or new governmental mandates, shall be passed through to Eschelon, as appropriate.
 - F. The Platform rates provided for in this Amendment shall only apply to additions to existing CENTREX common blocks established prior October

Attachment 3.2

1, 2000, and only apply to business local exchange customers served through the unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide Eschelon any new CENTREX common blocks.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon established rates and only in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.
- H. Beginning January 1, 2001, Eschelon shall provide Qwest with rolling 12 month forecasted volumes, including access line volumes, to the central office level, updated quarterly, and where marketing campaigns are conducted.

Attachment 3.2

PRICES FOR OFFERING

STATE	PLATFORM RECURRING	ADDITIONAL CHARGE FOR EACH 50 MINUTE INCREMENT > 525 ORIGNATING LOCAL MOU/MONTH PER LINE
AZ	30.80	0.280
CO	34.00	0.295
ID	33.15	0.295
MN	27.00	0.205
ND	28.30	0.260
NE	35.95	0.300
NM	27.15	0.140
OR	26.90	0.170
UT	22.60	0.270
WA	24.00	0.195

Features (in all forms of the following, except as part of an enhanced service) included in flat-rated UNE-Business

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long – Customer Change
Station Dial Conferencing (6 way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Forwarding Variable Remote
Call Park (Basic – Store & Retrieve)
Message Waiting Indication A/V

Attachment 3.2

Features in all forms of the following, except as part of an enhanced service) included in existing Centrex Common Blocks

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long – Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Park (Basic – Store & Retrieve)
Message Waiting Indication A/V
Centrex Management System (CMS)
Station Message Detail Recording (SMDS)
Data Call Protection
Hunting
Individual Line Billing
Intercept
Intrasystem Calling
Intercom
Night Service
Outgoing Trunk Queuing
Line Restrictions
Touch Tone
Directed Call Pickup
AIOD
Dial 0
Automatic Call Back Ring Again
Direct Inward Dialing
Direct Outward Dialing
Executive Busy Override
Last Number Redial
Make Set Busy
Network Speed Call
Primary Listing