

**UNE-P PAL Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
1-800 RECONEX, Inc.  
for the State of North Dakota**

This is an Amendment ("Amendment") for UNE-P Public Access Lines (PAL) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and 1-800 RECONEX, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which was approved by the North Dakota Public Service Commission ("Commission") on September 19, 2001 as referenced in Case No. PU-2469-01-323; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions 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:

**Amendment Terms**

This Amendment is made in order to add, to the Agreement, the following UNE-P Public Access Lines (PAL) language. UNE-P PAL nonrecurring rates are found in Exhibit A attached hereto and incorporated herein. UNE-P PAL recurring rates are found in specified sections of the rate pages in Exhibit A of the Agreement. Both Unbundled Network Elements (UNEs) and Unbundled Network Element Combinations sections must be included within CLEC's existing Interconnection Agreement to incorporate this product as an Amendment.

UNE-P PAL: Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following UNEs: Analog 2-wire voice grade loop, Analog Line Side Port and Shared Transport. All Vertical Switch Features that are technically feasible for PAL are available with UNE-P PAL. For complete descriptions, refer to the appropriate Unbundled Network Elements Sections of the Agreement.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may 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.

### **Change of Law**

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

B. In addition, but without limiting Section A above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, *Report and Order on Remand*, FCC 03-36, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the

proper interpretation or effect of the Decision or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

**Amendment Waivers**

Except as modified herein, the provisions of the Agreement shall remain 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 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.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects 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 subjects of the Agreement as amended.

**1-800 RECONEX, Inc.**

**Qwest Corporation**

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Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
NORTH DAKOTA RATES**

North Dakota		Recurring	Nonrecurring	Notes
<b>UNE Combinations</b>				
	UNE-P Conversion Nonrecurring Charges			
	UNE-P PAL Manual			
	First		\$16.96	
	Each Additional		\$2.83	
	UNE-P New Connection Nonrecurring Charges			
	UNE-P PAL Manual			
	First		\$85.88	
	Each Additional		\$19.29	