

### CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

**1. PARTIES**      *Competitive Carrier*      *Incumbent Local Exchange Carrier*

Name of Party:      

Contact for Processing Questions:

Name:      

Telephone:      

E-mail:      

Contact for Legal Questions (if different):

Name:      

Telephone:      

E-mail:      

Other Persons wanting E-mail service of documents (if any):

Name:      

E-mail:      

**2. TYPE OF FILING**      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB
- Parties to prior agreement  &

New Agreement: Seeks approval of new negotiated agreement.

**Does adoption or agreement replace an existing agreement between the parties?**

- NO
- YES, Docket ARB

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

**Relative Use Factor Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Level 3 Communications, LLC  
for the State of Oregon**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Level 3 Communications, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Oregon which was approved by the Commission; and

WHEREAS, the Parties desire 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**

The Agreement is hereby amended by adding terms and conditions as set forth in Exhibit H, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of December 1, 2012. 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up implementing the terms of this amendment back to the latest execution date of this Amendment, or earlier, based on the terms of this Amendment and the necessary billing changes by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error solely for purposes of performance measurements.

**Further Amendments**

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.

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.

**Level 3 Communications, LLC**

DocuSigned by:  
*Andrea Pierantozzi*  
B7662CCB8C2448B...  
Signature

Andrea Pierantozzi  
Name Printed/Typed

VP – Interconnection Services  
Title

9/19/2013  
Date

**Qwest Corporation dba CenturyLink QC**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

9/19/2013  
Date

**EXHIBIT H**  
**Eleven States**

**Calculation of the Relative Use Factor (RUF)**

**Minutes that are CenturyLink’s responsibility (A):**

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink

**Minutes that are CLEC’s responsibility (B):**

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier’s network
- All IntraLATA transit MOU that CLEC sends to CenturyLink
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink

**Non- Local Minutes that are CLEC’s responsibility (C):**

- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC
- All Toll VoIP–PSTN MOU that CLEC sends to CenturyLink

**The mathematical equation for RUF is as follows:**

**CenturyLink Responsibility:  $(A) / (A+B+C)$       Rounded to  
nearest whole percentage**

**CLEC Responsibility:  $(B +C) / (A+B+C)$       Rounded to  
nearest whole percentage**

Data used for the calculation will be the average of the most recent three (3) months’ usage determined not to be an anomaly.