

**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: Clertech.com, Incorporated      Qwest Corporation

Contact for Processing Questions:

Name:      Manetirony Clervrain      Carla Butler

Telephone:      (954) 882-6126      (503) 242-5420

E-mail:      investor@clertech.com      carla.butler@qwest.com

Contact for Legal Questions (if different):

Name:      \_\_\_\_\_

Telephone:      \_\_\_\_\_

E-mail:      \_\_\_\_\_

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

Name:      \_\_\_\_\_      Steve Dea

E-mail:      \_\_\_\_\_      intagree@qwest.com

**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 \_\_\_\_\_

without the use of third party transit providers.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 EAS/local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA LEC Toll traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as described in Section 7.5.1. Jointly Provided Switched Access is associated with Meet-Point Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s). For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and Access Tandem Switch provider, to CLEC to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to Qwest's Switches. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

7.2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator Busy Line Verify/Busy Line Interrupt;
- d) Toll Free Services; and
- e) ISP-bound traffic.

7.2.1.3 Notwithstanding references to VNXX traffic in this Section 7, the Parties recognize that the Commission currently prohibits VNXX arrangements. As such, the Parties will not establish VNXX service architecture in Oregon or knowingly aid the other Party in providing VNXX service in Oregon. Should a Party reasonably determine (the "Determining Party"), based on information available to that Party, that the other Party is utilizing a VNXX architecture for exchange of traffic under this Agreement, the Determining Party will provide notice to the other Party. If the other Party does not provide information to show that it is not utilizing a VNXX architecture or is otherwise non-responsive to the Determining Party, the Determining Party may initiate Dispute Resolution pursuant to the terms of the Agreement. The Determining Party also will in all cases provide notice of its determination to the Commission.