

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:	<input type="text" value="DataVision Communications LLC"/>	<input type="text" value="Qwest Corporation"/>
Contact for Processing Questions:		
Name:	<input type="text" value="John Hoffmann"/>	<input type="text" value="Carla Butler"/>
Telephone:	<input type="text" value="(971) 983-5000"/>	<input type="text" value="(503) 242-5420"/>
E-mail:	<input type="text" value="jhoffmann@gervaisstel.com"/>	<input type="text" value="carla.butler@qwest.com"/>
Contact for Legal Questions (if different):		
Name:	<input type="text"/>	<input type="text"/>
Telephone:	<input type="text"/>	<input type="text"/>
E-mail:	<input type="text"/>	<input type="text"/>
Other Persons wanting E-mail service of documents (if any):		
Name:	<input type="text" value="Richard Finnigan"/>	<input type="text" value="Steve Dea"/>
E-mail:	<input type="text" value="rickfinn@localaccess.com"/>	<input type="text" value="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

**Mid-Span Meet POI Amendment
to the Interconnection Agreement between
Qwest Corporation
and
DataVision Communications, LLC
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DataVision Communications, LLC ("CLEC"), an Oregon Limited Liability Company (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Oregon, that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein; and

WHEREAS, CLEC's affiliate, Gervais Telephone Company, is an ILEC operating outside of Qwest's service territory, and Qwest and Gervais Telephone Company have jointly provisioned a facility between them which is used for the exchange of traffic between Qwest and Gervais Telephone Company, and Qwest and CLEC wish to use that facility for the separate exchange of traffic between Qwest and CLEC.

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 for Mid-Span Meet POI, as set forth in Attachment 1, attached hereto and incorporated herein.

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.

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.

DataVision Communications, LLC

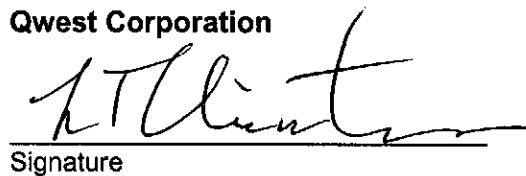

Signature

JOHN HOFFMANN
Name Printed/Typed

PRESIDENT / CEO
Title

2/25/2010
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

3/3/10
Date

ATTACHMENT 1 Mid-Span Meet POI

Qwest and CLEC's affiliated ILEC have previously exchanged traffic using facilities established for the exchange of traffic between Qwest and CLEC's affiliated ILEC operation. In order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined below. CLEC will provision separate trunks on the existing facility for its non-ILEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement. Should either Party wish to alter the arrangements or establish new facilities, the Parties will negotiate the new facilities arrangement(s) which would be used to interconnect the networks.

Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the Qwest Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the Qwest Serving Wire Center. The Parties will use the existing facilities in place between CLEC's affiliated ILEC and Qwest, establishing a Mid-Span Meet POI within Qwest's franchised service territory over which CLEC will establish its LIS trunking. For any additional Mid-Span Meet POIs that CLEC may request, the actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers.