

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
Sprint Communications Company L.P.
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 Sprint Communications Company L.P. (“CLEC”), a Delaware limited partnership. 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, that was approved by the Commission in March 2004; and

WHEREAS, the Parties agree to amend the Agreement 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 relating to relative use factor, described in Section 7 of the Agreement, as set forth below:

The following Section is hereby added to the Agreement:

7.3.2.4 In accordance with Section 7.3.1.1.3.1 and Section 7.3.2.2.1 of this Agreement, and subject to the reservation of rights in Section 2.2, the Parties to this Agreement agree to share the cost of the LIS two-way EF and the LIS two-way DTT facility by applying a relative use factor for CLEC responsibility of sixty-six percent (66%), effective October 18, 2013. The Parties respectively acknowledge that this modified relative use factor is a negotiated factor representing a compromise of a disputed issue. This compromise is not an admission by CLEC that such modification is either required by or consistent with the FCC’s orders and rules. CLEC reserves its right to argue, in any forum, that the cost of a facility should be shared equally, regardless of the underlying traffic patterns on that facility. Should CLEC file a contested case proceeding to dispute the application of the relative use factor, the results of such proceeding will be prospective from the date of such filing.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

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.

Sprint Communications Company L.P.

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Douglas B Ball
8A9CA8C656864B3...

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

Signature

Signature

Doug Ball

L. T. Christensen

Name Printed/Typed

Name Printed/Typed

Director – Switched Access

Director – Wholesale Contracts

Title

Title

3/31/2014

3/31/2014

Date

Date