CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-tocarrier 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.

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Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- Does filing replace an existing agreement between the parties?
- NO
- YES, Docket ARB

- If filing involves Qwest Communications, does it utilize the terms of an SGAT?
 - NO
- YES, Revision

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

Docket ARB

Other: Please explain.

Expedite Requests Amendment to the Interconnection Agreement between Qwest Corporation and Rio Communications, Inc. for the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Rio Communications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on January 6, 1998, as referenced in Docket No. ARB-47, Order No. 98-014 ("Agreement"); 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

The Agreement is hereby amended by adding the terms, conditions and rates for Expedite Requests as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference.

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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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'

September 27, 2007/Ihd/Rio Communications/Amd-Expedite Requests/OR Amendment to SEA-971008-1602 Language from 9-04-2007 Template

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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.

Rio Communications, Inc. Signature sa Name Printed/Typed Title

Qwest Corpgratign Signature

L. T. Christensen Name Printed/Typed

Director – Interconnection Agreements Title

Date

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ATTACHMENT 1

ATTACHMENT 1

Expedite Requests

Expedite – a Due Date that reflects a shorter service interval than is available in Qwest's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by CLEC. Qwest will accommodate CLEC's request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are market-based, using Qwest's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

7.3.5.2 Expedite requests for LIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be approved only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog at Qwest's wholesale web site.

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

> 9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

> 9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

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Rio Communications Exhibit A Oregon

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		9.20.14 Expedite Charge, per Day Advanced (see rates in Qwest s Tariff FCC No. 1 Section 5) \$20								\$200.00		
NOTES	S:											
	•	Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:										
	3	ICB, Individual Case Basis pricing. Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catal Price Lists.										
	9											