

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

**Bill and Keep VNXX Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
WilTel Local Network 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 WilTel Local Network 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; 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, conditions and rates for Bill and Keep VNXX as set forth in Attachment 1, 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.

WilTel Local Network LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Andrea Pierantozzi
B7662CCB8C244BB...
Signature

DocuSigned by:
L. T. Christensen
41AA5B169413404...
Signature for

Andrea Pierantozzi
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

VP – Interconnection Services
Title

Director – Wholesale Contracts
Title

9/23/2013
Date

10/1/2013
Date

ATTACHMENT 1**Bill and Keep VNXX:**

The Parties understand and agree that VNXX Traffic, defined as traffic originated by a Party's End User Customer, dialed with a local dialing pattern, and terminated to a customer of the other Party not physically located within the same CenturyLink Local Calling Area (as defined and/or approved by the state Commission) as the originating caller (VoIP Traffic is not considered to be VNXX traffic destined for the Internet under this section). This is determined by examining the locally dialed telephone number (NPA-NXX-XXXX) assigned to the terminating Party's customer when it is an NXX Code associated with a rate center (as set forth in the LERG) that is different from the rate center (as set forth in the LERG) associated with the actual physical location at which the customer receives the VNXX traffic in question. VNXX does not include originating 8XX traffic, as that traffic is not locally dialed. The Parties will not pay terminating compensation to each other for VNXX Traffic destined for the internet. For purposes of this Agreement, the Parties agree that 100% of the calls originated by CenturyLink that are routed to CLEC for termination to ISP's in order to be connected to the Internet are VNXX Traffic that shall be subject to Bill and Keep compensation arrangement hereunder. The Parties understand and agree that there is a de minimus amount of VNXX Traffic other than that destined for the internet currently being exchanged by the Parties. Should either Party determine that the volume of VNXX Traffic other than that destined for the internet is no longer de minimus, it may provide notice to the other Party that it will begin billing applicable compensation for such traffic prospectively from the date of such notice.

Notwithstanding references to VNXX traffic in this section 7, the parties recognize that the Oregon PUC currently prohibits VNXX arrangements, unless the Parties have implemented language in the Agreement consistent with Order No. 07-098. As such, the parties will not knowingly provide VNXX service in Oregon or knowingly aid the other party in providing VNXX service in Oregon. This section is subject to Section 2.2 of the agreement regarding changes to Existing Rules and Laws. CLEC may request an amendment to this Agreement to provide VNXX arrangements consistent with the implementation of Order No. 07-098.

Pursuant to Order No. 07-098, CLEC may make VNXX number assignments only for the purpose of assigning numbers to ISP Customers to facilitate the exchange of dial-up ISP-Bound traffic. CLEC shall compensate Qwest for paying all of the costs associated with transporting VNXX-routed ISP-Bound traffic from its primary and secondary POIs in Oregon to its media gateway. The compensation paid by CLEC to Qwest shall be based on the transport of the non TELRIC rates set forth in applicable Qwest tariffs.