

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 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.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• 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.

**CLEC-to-CLEC Cross Connections Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Advanced Telcom, Inc.
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Advanced Telcom, Inc. ("CLEC"), a Delaware corporation.

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 November 20, 1998, as referenced Docket No. 98-485 ("Agreement"); and

WHEREAS, the Parties wish 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:

1. Amendment Terms

The Agreement is for the purpose of setting the Parties' agreed terms and conditions for CLEC's purchase of CLEC-to-CLEC Cross Connections in the State of Oregon as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. Although agreeing to the language and rates in this document for the limited purposes of this Amendment, CLEC and Qwest reserve their right to assert different language and/or rates should be used in other contexts.

2. Effective Date

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

3. Further Amendments

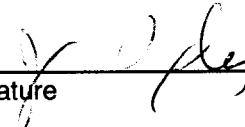
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for CLEC's purchase of CLEC-to-CLEC Cross Connections in the State of Oregon.

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.

Advanced Telcom, Inc.



Signature

J. Jeffery Oxley

Name Printed/Typed

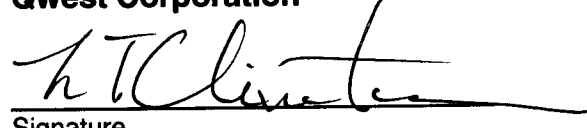
EVP, General Counsel

Title

6/27/06

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

6/29/06

Date

ATTACHMENT 1

CLEC-to-CLEC Cross Connections

NOTE: There is no Section 8 in the Collocation provisions of the Agreement. The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the parties and is not related to the numbering of the remainder of the Agreement.

8.2.1.23 CLEC-to-CLEC Connections

CLEC-to-CLEC Connections shall be ordered either as part of an application for Collocation under Section 8.4 or separately from a Collocation application in accordance with Section 8.2.1.23.3.5. Direct CLEC-to-CLEC Connections and CLEC-to-CLEC Cross Connections at the ICDF are available as follows:

8.2.1.23.1 Direct CLEC-to-CLEC Connections (CLEC provided cable)

Qwest shall design and engineer the most efficient Route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient Route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient cable Route and cable racking, Qwest shall consider all information provided by CLEC in the application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated Route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the Route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User Customer's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises).

8.2.1.23.2 Intentionally Left Blank

8.2.1.23.3 CLEC-to-CLEC Cross Connections at an ICDF

8.2.1.23.3.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at an ICDF.

8.2.1.23.3.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection

Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on ICDF(s) at the same service rate level.

8.2.1.23.3.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the ICDF frame/bay where the other CLEC resides. Qwest shall allow Central Office access to CLEC for engineering and ordering purposes; in cases of Virtual Collocation a Qwest escort will be required. These tie cables would be ordered through the existing Collocation application form.

8.2.1.23.3.4. CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters, regeneration may be required.

8.2.1.23.3.5 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the industry ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.23.3.6 Qwest, following receipt of the ASR, will perform ICDF connections and regeneration functions, if required. Equipment additions for regeneration (if no spares are available) will be initiated. Qwest completes these activities and conducts verification testing (when a signal is present) appropriate to the facility being ordered.

8.2.1.23.3.6.1 Verification testing (when a signal is present) of the cross-connection will be conducted to assure compliance with the ASR. Cooperative testing on circuits will be conducted with Qwest and requesting CLEC(s) technicians.

8.2.1.23.3.6.2 Qwest will coordinate with the requesting CLEC and schedule the testing of the completed cabling, ICDF connections and regeneration. CLEC(s) will be responsible to terminate cabling into their respective Collocation equipment prior to the testing effort.

8.2.1.23.3.6.3 Although circuit testing is the responsibility of the CLECs, Qwest will provide technician support of CLEC to CLEC circuit testing efforts and provide trouble-shooting support, as necessary to successfully complete an ASR.

8.3 Rate Elements

Rate elements are contained in Exhibit A of this Amendment.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation application. Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.7.2 Quotation -- If existing cable racking is available, or if additional cable racking is required to accommodate CLEC's request, Qwest will provide CLEC with a quote and the specific cable rack Route to CLEC with the feasibility study. CLEC-to-CLEC Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack Route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the application shall be resubmitted by CLEC.

