
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 *Requesting Carrier* *Affected 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.

Qwest Corporation/Universal Telecom

**Amendment to the Interconnection Agreement
between
Qwest Corporation and
Universal Telecom, Inc.
for the State of Oregon**

This Amendment to the Interconnection Agreement ("Amended Agreement" or "Agreement") is entered into effective this February ___, 2006, by and between Qwest Corporation, a Colorado Corporation ("Qwest") and Universal Telecom, Inc, an Oregon corporation, ("Universal"). Qwest and Universal are also collectively referred to hereafter at times as "the Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the state of Oregon, which was approved by the Oregon Public Utility Commission ("Commission") on September 22, 1999, as referenced in Docket No. ARB-157, Order No. 99-00547; and

WHEREAS, this Amended Agreement is executed coincident with, and as an integral part of the Parties' Confidential Settlement Agreement and Mutual Release, which addresses the financial resolution of past disputes between the Parties, as well as the resolution of two lawsuits (Case Nos. 04-cv-6047-AA and 6:05-cv-6200-TC in federal court for the District of Oregon) and Universal's challenge to the propriety of the arbitration of a new interconnection agreement between the Parties in Commission docket ARB 671; and

WHEREAS, the Parties wish to amend the Interconnection Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Interconnection Agreement is hereby amended by adding terms, conditions and rates governing the Parties until a new interconnection agreement becomes effective as set forth in Attachment 1 and Appendix A to this Agreement, attached hereto and incorporated herein by this reference.

Effective Date

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

Further Amendments

Except as modified herein, the provisions of the Interconnection Agreement shall remain in full force and effect. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from

the provisions of this Agreement 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.

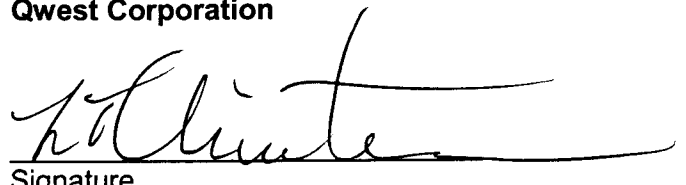
IN WITNESS THEREOF, Qwest and Universal have caused this Agreement to be duly executed and delivered as of the date first set forth above.

Universal Telecom, Inc.

Qwest Corporation



Signature



Signature

__ Jeffrey R. Martin _____
Name Printed/Typed

__ L. T. Christensen _____
Name Printed/Typed

__ President _____
Title

__ Director – Interconnection Agreements _____
Title

__ 02/23/06 _____
Date

__ 2/24/06 _____
Date

ATTACHMENT 1

1. TERMS AND CONDITIONS GOVERNING PARTIES UNTIL NEW INTERCONNECTION AGREEMENT BECOMES EFFECTIVE. The following terms shall govern the Parties until a new interconnection agreement is approved in ARB 671 and, to the extent these terms vary from the terms of the existing interconnection agreement, the following terms shall prevail:

1.1. For the months commencing on November 1, 2005 until a new interconnection agreement is approved, consistent with the Court's decision in Case No. 04-cv-6047-AA, reciprocal compensation shall be paid by the Parties based upon calculating reciprocal compensation for minutes originated and terminated within the same local calling (which shall include tandem traffic), with the termination point of ISP traffic to Universal being the modem banks located in the Universal POPs in Eugene and Portland (or other locations where Universal locates modems or modem banks prior to the approval of a new agreement). "Virtual NXX" or "VNXX" traffic (i.e., traffic that does not originate and terminate within the same local calling area) and "transit traffic" (traffic that originates on the network of a carrier other than Qwest, but which is carried on Qwest's network before being delivered to Universal) shall be excluded from the amount owed by Qwest to Universal for reciprocal compensation. Payments by the Parties for reciprocal compensation will be governed by the terms of the new interconnection agreement at such time as it is approved by the Commission.

1.2. Consistent with the Court's decision in Case No. 04-cv-6047-AA, commencing with the December 2005 invoice, Universal shall pay \$2,342.15 per month for the two existing meet point circuits (which represents a combined amount that includes the payment for both existing meet point circuits—the Beaverton meet point circuit represents \$719.70 of the total; the Coos Bay meet point circuit represents \$1,622.45 of the total). If, prior to the approval of a new interconnection agreement, the Commission adjusts the rates for Unbundled Dedicated Interoffice Transport ("UDIT") unbundled network element ("UNE") rates, the charges for these circuits will be adjusted consistent with the method by which Qwest calculated the amount owing using UDIT rates. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. If new (or similar) services are ordered by Universal prior to the approval of a new interconnection agreement, UDIT rates shall apply to them. If either of the services are disconnected the amounts owed by Universal to Qwest for the meet point circuits will be reduced by the amount stated for each circuit above. Once a new interconnection agreement is approved, meet point services will be governed by that agreement. Appendix A to this Amendment sets forth the rates for UDIT that apply under this paragraph 1.2. These rates supplement the rates in Appendix A to the existing interconnection agreement.

1.3 Nonrecurring charges for direct trunked transport ("DTT"), entrance facilities ("EF"), and Multiplexing (as well as other interconnection facilities or UNEs) requested by Universal after the November 2005 invoice shall be billed by Qwest and paid for Universal at the rates established by the Commission for such facilities. Once a new interconnection agreement is approved, nonrecurring charges will be governed by the approved interconnection agreement.

1.4 Consistent with the Court's decision in Case No. 04-cv-6047-AA, Qwest shall not recover recurring charges for DTT, EF, and Multiplexing until a new interconnection agreement is approved, unless Universal begins to originate traffic, in which case the relative use factor in the existing interconnection agreement will allocate a portion of the financial responsibility for the DTT, EF, and Multiplexing facilities to

Universal. Once a new interconnection agreement is approved, financial responsibility for existing DTT, EF, and Multiplexing and any new DTT, EF, and Multiplexing shall be governed by the new interconnection agreement.

1.5. Universal shall have the right to relocate or establish new modems or modem banks under the existing and new interconnection agreements, so long as it provides notice of its intention to do so no less than thirty (30) days in advance of doing so. Part of that notice shall include the physical location of the modems by local calling area and the telephone numbers that will thereafter be associated with the relocated or new modems or modem banks. Irrespective of the other notice provisions contained in the Confidential Settlement Agreement and Mutual Release, in the event Universal decides to place modems or modem banks at locations other than the two existing POPs in Portland and Eugene, it shall provide notice of its intention to:

Nancy J. Batz
Qwest Corporation
421 SW Oak
Room 8S16
Portland, OR 97204
Fax: (503) 242-8558

1.6. In the event Universal relocates or establishes new modems or modem banks pursuant to paragraph 1.5, irrespective of other audit provisions in the existing interconnection or in the new interconnection agreement, Qwest shall have the right on an annual basis to audit to assure that the traffic that Universal states is associated with certain modems or modem banks is actually being terminated by those modems or modem banks. Universal shall cooperate with Qwest and shall provide reasonable information, which shall be maintained by Qwest on a confidential basis, to allow Qwest to perform such an audit. If the audit demonstrates less than a five percent (5%) discrepancy for traffic associated with relocated or new modems or modems banks, Qwest shall reimburse Universal's reasonable costs of complying with the audit. Universal shall have the responsibility to specifically identify those costs on an itemized basis. To the extent the variance exceeds five percent (5%), each party shall bear their own costs related to such an audit.

1.7. The Parties' agreement to amend the existing interconnection agreement to conform with the decisions of the Court in Case No. 04-cv-6047-AA should not be construed as either Parties' agreement that certain aspects of the Court's decisions are necessarily consistent with the language of the existing interconnection agreement or consistent with the requirements of the Act.

**Appendix A
Oregon***

New							Notes		
		Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC		
9.0 Unbundled Network Elements (UNEs)									
9.6 Unbundled Dedicated Interoffice Transport (UDIT)									
9.6.1	DS0 UDIT (Recurring Fixed & per Mile)								
9.6.1.1	Over 0 to 8 Miles	\$19.74	\$0.09		E	E			
9.6.1.2	Over 8 to 25 Miles	\$19.74	\$0.08		E	E			
9.6.1.3	Over 25 to 50 Miles	\$19.74	\$0.11		E	E			
9.6.1.4	Over 50 Miles	\$19.74	\$0.08		E	E			
9.6.1.5	Manual			\$172.66					F, 13
9.6.1.6	Mechanized			\$99.08					F
9.6.2	DS1 UDIT (Recurring Fixed & per Mile)								
9.6.2.1	Over 0 to 8 Miles	\$37.94	\$0.49		E	E			
9.6.2.2	Over 8 to 25 Miles	\$37.94	\$0.85		E	E			
9.6.2.3	Over 25 to 50 Miles	\$37.94	\$1.16		E	E			
9.6.2.4	Over 50 Miles	\$34.94	\$1.17		E	E			
9.6.2.5	Manual			\$190.69					F, 13
9.6.2.6	Mechanized			\$117.48					F
9.6.3	DS3 UDIT (Recurring Fixed & per Mile)								
9.6.3.1	Over 0 to 8 Miles	\$253.13	\$9.95		E	E			
9.6.3.2	Over 8 to 25 Miles	\$253.13	\$10.19		E	E			
9.6.3.3	Over 25 to 50 Miles	\$253.13	\$14.27		E	E			
9.6.3.4	Over 50 Miles	\$253.13	\$21.11		E	E			
9.6.3.5	Manual			\$193.66					F, 13
9.6.3.6	Mechanized			\$120.45					F
9.6.4	Intentionally Left Blank								
9.6.5	Intentionally Left Blank								
9.6.6	Intentionally Left Blank								
9.6.7	UDIT DS0 Channel Performance								
9.6.7.1	DS0 Low Side Channelization	\$14.50					12		
9.6.8	Intentionally Left Blank								
9.6.9	Intentionally Left Blank								
9.6.10	Intentionally Left Blank								
9.6.11	UDIT Rearrangement								
9.6.11.1	DS0 Single Office			\$171.64					12
9.6.11.2	DS0 Dual Office			\$215.90					12
9.6.11.3	High Capacity, Single Office			\$231.72					12
9.6.11.4	High Capacity, Dual Office			\$260.28					12
9.6.12	Private Line / Special Access to UDIT Conversion (as is)			\$123.96					1

NOTES:

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:

E: UT 138 Ph II Recurring (Order No. 02-184)

F: UT 138 Ph III Nonrecurring (Order No. 03-085)

[1] Rates not addressed in a Cost Docket (estimated TELRIC)

[12] Rates proposed in UM 1025

[13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.