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## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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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.

**1. PARTIES**

	<i>Requesting Carrier</i>	<i>Affected Carrier</i>
Name:	<u>ionex Communications North, Inc.</u>	<u>Qwest Corporation</u> <u>Don Mason</u>
Address:	<u>15305 Dallas Parkway, Ste. 1500</u> <u>Addison, TX 75001</u>	<u>Director-Interconnect</u> <u>Qwest Corporation</u> <u>1801 California St., Ste. 2401</u> <u>421 S.W. Oak, Ste. 810</u> <u>Denver, CO 80202</u> <u>Portland, OR 97204</u>

**2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:**

Name:	<u>Jamaica L. Wilson</u>	Phone: <u>(503) 727-2081</u>
Address:	<u>Perkins Coie LLP</u> <u>1211 S.W. Fifth Avenue, Suite 1500</u> <u>Portland, OR 97204</u>	Fax: <u>(503) 727-2222</u> E-Mail: <u>jamaicawilson@perkinscoie.com</u>

**3. TYPE OF FILING** (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

**Adoption:** Adopts interconnection agreement previously approved by the Commission.  
Parties to prior agreement \_\_\_\_\_ & \_\_\_\_\_  
Approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_  
Does filing adopt amendments to base agreement previously approved by the Commission?  
 NO  
 YES, approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

**New Agreement:** Seeks approval of new negotiated agreement.  
Does this filing replace an agreement between the same parties that was previously approved by the Commission?  
 NO  
 YES, approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

**Amendment:** Amends an existing carrier-to-carrier agreement.  
If the original agreement was negotiated, has it been approved by Commission?  
 NO, decision pending in Docket ARB \_\_\_\_\_  
 YES, approved in Docket ARB 322, (1,2,3), Order No(s). by letter, 01-936  
If original agreement was an adoption, what was its docket number? Docket ARB 250

**Other:** Please explain.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bill and Keep Compensation Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
ionex Communications North, Inc.  
for the State of Oregon**

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

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for service in the state of Oregon that was approved by the Oregon Public Utility Commission ("Commission") on April 13, 2001 as docketed in ARB 322 (the "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:

**1. Amendment Terms**

The Parties agree to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, attached hereto and incorporated herein by reference.

**2. 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.

**3. Further Amendments**


The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, 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.

**4. Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

**ionex Communications North, Inc.**

  
Signature  
Russell C. Meerbeth  
Name Printed/Typed  
GENERAL COUNSEL  
Title  
AUGUST 20, 2002  
Date

**Qwest Corporation**

  
Signature  
L.T. Christensen  
Name Printed/Typed  
Director – Business Policy  
Title  
8/26/02  
Date

**ATTACHMENT 1  
BILL AND KEEP COMPENSATION**

**1.0 Exchange Service (EAS/Local) Traffic**

**1.1 End Office Call Termination**

1.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this Agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.1.2 Reserved for Future Use.

1.1.3 Reserved for Future Use.

1.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

**1.2 Tandem Switched Transport**

1.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.2.2 Reserved for Future Use.

1.2.3 Reserved for Future Use.

1.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another CLEC switch within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

1.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP

query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

1.3 Reserved for Future Use.

1.4 Reserved for Future Use.

## **2.0 ISP-bound Traffic**

2.1 The Parties agree that ISP-bound traffic is governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.