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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. **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"><li>• Does filing replace an existing agreement between the parties?</li><li>• NO</li><li>• YES, Docket ARB</li></ul> | <ul style="list-style-type: none"><li>• If filing involves Qwest Communications, does it utilize the terms of an SGAT?</li><li>• NO</li><li>• YES, Revision</li></ul> |
|---|---|

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

Docket ARB

Other: Please explain.

**Rate Update Amendment for LIS EICT  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
BendTel, Inc.  
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and BendTel, Inc. (f/k/a Automotive Experts Group, Inc. dba Bend Data Center) ("CLEC"), a Washington corporation; (collectively, 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 December 6, 2001, as referenced in Docket No. ARB-374, Order No. 01-1035 ("Agreement"); and

WHEREAS, the Parties agree to amend Exhibit A of the Agreement as 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**

Exhibit A of the Agreement is hereby amended by changing the LIS EICT rates, as set forth in Exhibit A, attached hereto and incorporated herein.

**Effective Date**

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

**Amendments; Waivers**

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.

**BendTel, Inc.**

Thomas J. Barrett  
Authorized Signature

THOMAS D BARRETT  
Name Printed/Typed

CEO  
Title

10-31-06  
Date

**Qwest Corporation**

L. T. Christensen  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

11/6/06  
Date

**Exhibit A  
Oregon\***

Amendment		Recurring	Recurring, per Mile	Non-Recurring
<b>7.0</b>	<b>Interconnection</b>			
<b>7.2</b>	<b>LIS EICT</b>			
7.2.1	Per DS1	\$0.00		\$0.00
7.2.2	Per DS3	\$0.00		\$0.00