

Larry Christensen  
Director – Interconnection Agreements  
1801 California Street, Room 2430  
Denver, CO 80202  
303-896-4686  
larry.christensen@qwest.com

July 26, 2005

Dear Oregon CLEC Customer,

Upon filing the executed Performance Assurance Plan Implementation Plan (“current amendment”), the Oregon Commission Staff requested that the amendment be changed to clarify two issues. Therefore, Qwest is proposing to change the first sentence of the paragraph titled “Service Performance” as shown in the revised Performance Assurance Plan Implementation Amendment (“revised amendment”), attached.

First, the Staff indicated that the Commission does not formally approve the SGAT, but rather, the Commission’s orders allow SGATs and subsequent changes to the SGAT to go into effect by operation of law. Therefore, the statement in the current amendment that says “Commission approved SGAT” is technically incorrect and must be changed to reference the “effective” SGAT.

Second, the Staff requested that the amendment include a specific reference about what revision number of the SGAT the Parties are starting from. We have included a statement that the Exhibit B & K being incorporated at this time is from the “Eighteenth Revision as ordered by the Commission in Order No. 05-004”.

Qwest worked with the Commission Staff and obtained its concurrence with the proposed language change. Qwest also obtained Staff concurrence that the Parties can agree to replace the first page of the current amendment with the new language of the revised amendment without re-signing the amendment if it is completed quickly. Qwest is asking for your emailed or faxed permission to replace the first page of the Performance Assurance Plan Implementation Amendment with one that makes the following change.

**Replace the following sentence:**

The Performance Assurance Plan (“PAP”) and the Performance Indicator Definitions (“PIDs”) included as Exhibits K and B, respectively, to the Commission approved Statement of Generally Available Terms and Conditions (“SGAT”) are hereby incorporated into CLECs Agreement.

**With:**

The Performance Assurance Plan (“PAP”) and the Performance Indicator Definitions (“PIDs”) included as Exhibits K and B, respectively, in the Agreement are hereby replaced by the Exhibits K and B effective in the Oregon SGAT Eighteenth Revision as ordered by the Commission in Order No. 05-004.

If you concur with substituting the first page of the amendment with the revised language, please email [intagree@qwest.com](mailto:intagree@qwest.com) with a statement to that effect or fax same to Manager – Interconnection at 303-896-7077. Also, please print the first page and attach it to your copy of the amendment.

I apologize for any inconvenience this has caused. If you have any questions about this issue, please contact me.

Sincerely,

L T Christensen

**Performance Assurance Plan Implementation Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Vycera Communications, Inc.  
for the State of Oregon**

This is an Amendment ("Amendment") for Performance Assurance Plan Implementation to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Vycera Communications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement" or "Interconnection Agreement") for service in the state of Oregon ("the State") which was approved by the Public Utility Commission of Oregon ("Commission"); 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:

**Service Performance**

The Performance Assurance Plan ("PAP") and the Performance Indicator Definitions ("PIDs") included as Exhibits K and B, respectively, in the Agreement are hereby replaced by the Exhibits K and B effective in the Oregon SGAT Eighteenth Revision as ordered by the Commission in Order No. 05-004. Subsequent modifications to the PIDs and PAP, filed with the Commission and made effective either by an order of the Commission or allowed to go into effect by operation of law by the Commission, shall apply to and modify the Agreement without further amendment, subject to and in accordance with terms therein and any applicable subsequent judicial review.

**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**

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, 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.

**Vycera Communications, Inc.**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director- Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Butler, Carla**

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**From:** Dickson, Dennis  
**Sent:** Wednesday, July 27, 2005 9:55 AM  
**To:** Bennett, Carol; Butler, Carla  
**Subject:** FW: Vycera - REVISED QPAP Implementation Amendment per Oregon PUC

**Importance:** High  
**Sensitivity:** Confidential

**Attachments:** OREGON-QPAP-PID-Letter of Revision 7-18-05.doc; Vycera-Oregon QPAP Amendment final 7-18-05.doc



OREGON-QPAP-PID Letter of Revision 7-18-05.doc; Vycera-Oregon QPAP Amendment final 7-18-05.doc

Here's the 3 items together for Vycera.

DKD

Vycera concurs with the changes contained in the attachment to the July 26 email.

Dale

R. Dale Dixon, Jr.  
VP - Regulatory Affairs  
Vycera Communications, Inc.  
12750 High Bluff Drive, Suite 200  
San Diego, CA 92130  
858.792.2400 (tel)  
858.794.0050 (fax)

-----Original Message-----

**From:** Sullivan, Mary  
**Sent:** Tuesday, July 26, 2005 3:55 PM  
**To:** 'ddixon@vycera.com'  
**Cc:** Hromyk, Luba; Interconnection Agreements  
**Subject:** Vycera - REVISED QPAP Implementation Amendment per Oregon PUC  
**Importance:** High  
**Sensitivity:** Confidential

Dale Dixon, Jr., VP – Regulatory Affairs Vycera Communications, Inc.  
12750 High Bluff Drive, Suite 200  
San Diego, CA 92130  
Email: ddixon@vycera.com  
Phone: 858-792-2400  
Fax: 858-794-0050

Dear Mr. Dixon:

Please see the revised Performance Assurance Plan Implementation Amendment and associated Letter of explanation. At the directive of the Oregon PUC, Qwest needs your concurrence around these changes (Service Performance - page 1).

If you concur with these changes, please REPLY TO: [intagree@qwest.com](mailto:intagree@qwest.com) or, via fax to Manager of Interconnection at 303-896-7077. In addition, please replace page 1 of your Amendment with the newly revised page 1.

Please contact Larry Christensen directly at 303-896-4686 should you have questions.

Thank you,  
Mary Sullivan  
Qwest Contract Specialist  
Legal Department  
303-383-6543  
[Mary.Sullivan@qwest.com](mailto:Mary.Sullivan@qwest.com)

\*\*\* CONFIDENTIAL: Only the named recipient(s) should read this e-mail. It may contain legally privileged or confidential information. If you are not a named recipient or you received this e-mail by mistake, please notify me immediately by reply e-mail and delete the message. \*\*\*