

OREGON DPL REFLECTING LEVEL 3 COMPROMISE POSITIONS

Issue Number/ ICA Section	Issue Description	Disputed Terms
TIER I ISSUES	POINT OF INTERCONNECTION	
<p>Issue 1A Section 7.1.1 Section 7.1.1.1, 7.1.1.2, 7.1.1.3, 7.1.1.4, 7.1.1.4.1.</p>	<p>Level 3’s statement of issue: Does the federal Act permit Level 3 to establish a single point to interconnect its network to Qwest’s network, and further require each party to bring its originated traffic to the SPOI without requiring the other carrier to pay the originating carrier’s costs associated with its network design?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering</p>	<p>7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), IntraLATA Toll carried solely by local exchange carriers and not by an IXC (IntraLATA LEC Toll), <u>IntraLATA Toll and InterLATA Traffic carried by an IXC for termination to a customer of Qwest.</u> ISP-Bound traffic, and Jointly Provided Switched Access (InterLATA and IntraLATA traffic). Qwest will provide Interconnection at any Technically Feasible point within its network <u>consistent with Section 51.321 of the FCC rules and Applicable law.</u> Interconnection, which Qwest currently names "Local Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of Exchange Access (IntraLATA Toll carried solely by local exchange carriers) or Jointly Provided Switched Access traffic, <u>ISP-bound, VoIP, Exchange Service, and terminating IntraLATA Toll or interLATA Traffic carried by an IXC for termination to a customer of Qwest.</u> Qwest Tandem Switch to CLEC Tandem Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate’s End User Customers.</p> <p>7.1.1.1 CLEC agrees to allow Qwest to conduct operational verification audits of those network elements controlled by CLEC and to work cooperatively with Qwest to conduct an operational verification audit of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure CLEC’s compliance with the obligations set forth in the VoIP definition and elsewhere in this Agreement. <u>Subject to this Agreement’s dispute resolution provisions,</u> Qwest shall have the right to redefine this traffic as Switched Access in the event of an “operational verification audit failure”. An “operational verification audit failure” is defined as: (a) Qwest’s inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC’s other providers, or (b) <u>a determination by Qwest in a</u></p>

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	<p>interconnection services Level 3 has ordered?</p> <p>Additional Issue Raised by Qwest: Should the Commission order operation verification audits related to VoIP traffic (7.1.1.1) and require CLEC certification of VoIP traffic prior to the use of Local Interconnection Services in Connection with VoIP traffic (7.1.1.2).</p>	<p>post-provisioning operational verification audit that the CLEC or CLEC’s end users are not originating in a manner consistent with the obligations set forth in the VoIP definition and elsewhere in this Agreement.</p> <p>7.1.1.2 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, CLEC <i>certifies represents</i> that the (a) types of equipment VoIP end users will use are consistent with the origination of VoIP as defined in this Agreement; and (b) types of configurations that VoIP end users will use to originate calls using IP technology are consistent with the VoIP configuration as defined in this Agreement.</p> <p><u>7.1.1.3 POI: Where Level 3 maintains a POI in a local calling area, the Parties agree that VoIP and ISP-bound traffic exchanged via such POI will be rated as Local. Where Level 3 does not have a POI in the local calling area from which the ISP-bound or VoIP call originated, but Level 3 pays Qwest’s TELRIC costs for transporting such call from such local calling area to Level 3 facilities, the Parties agree to rate such traffic as Local (“Transport Assumed IP Traffic”).</u></p> <p><u>7.1.1.4 Cost Responsibility. Where Level 3 establishes a POI within a local calling area, each party will be responsible for constructing, maintaining, and operating all facilities on its side of such POI. Intercarrier compensation for VoIP and ISP-bound traffic will be paid on such traffic in accordance with this Agreement and compensation for InterLATA or IntraLATA Toll will be paid according to applicable tariffs.</u></p>
<p>Issue No. 1B Sec. 7.1.2</p>	<p>Level 3’s Statement of Issue: Whether Qwest may compel Level 3 to later negotiate the method of interconnection, and whether Level 3 may establish a single point of interconnection.</p>	<p>7.1.2 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) physical Point of Interconnection in Qwest territory in each LATA CLEC <i>has local Customers wishes to Interconnect pursuant to Sections 251 and 252 of the Act.</i> The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: <u>(1) a DS1 or DS3 Qwest provided facility interconnection facilities via DS-1, DS-3, OC-3 and/or higher speed optical connections;</u> (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection, such as an Ocn Qwest provided facility, via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest <u>pursuant to as a product Section 251 and 252</u></p>

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	<p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?</p>	<p><u>of the Act to any other provider.</u> <i>Ocn</i> Qwest provided facilities may also be ordered through FCC Tariff No. 1.</p>

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<p>Issue No. 1 C Sec. 7.2.2.1.1.</p>	<p>Level 3’s Statement of Issue: Does the federal Act permit Level 3 to establish a single point to interconnect its network to Qwest’s network, and further require each party to bring its originating traffic to the SPOI without requiring the other carrier to pay the originating carrier’s costs associated with its network design?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection</p>	<p>7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	services Level 3 has ordered?	
<p>Issue No. 1 D Sec. 7.2.2.1.2.2.</p>	<p>Level 3’s Statement of the Issue: Does the federal Act permit Level 3 to establish a single point to interconnect its network to Qwest’s network, and further require each party to bring its originating traffic to the SPOI without requiring the other carrier to pay the originating carrier’s costs associated with its network design?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the</p>	<p>7.2.2.1.2.2. Level 3 may purchase transport services from Qwest at TELRIC Rates, order private line or other facilities from Qwest’s tariff or establish a POI via a third party, including a third party that has leased the private line transport service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party’s Exchange Service EAS/Local traffic to the terminating Party’s End Office Switch or Tandem Switch for call termination. Transport may be purchased from Qwest as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party’s obligation under Section 251(a) of the Act</p>

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	use of its network in offering interconnection services Level 3 has ordered?	
<p>Issue No. 1 E Sec. 7.2.2.1.4</p>	<p>Level 3’s Statement of the Issue: Does the federal Act permit Level 3 to establish a single point to interconnect its network to Qwest’s network, and further require each party to</p>	<p>7.2.2.1.4 LIS ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to Qwest's End Office Switch.</p>

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	<p>bring its originating traffic to the SPOI without requiring the other carrier to pay the originating carrier's costs associated with its network design?</p> <p>Qwest's Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?</p>	
<p>Issue No. 1 F Section 7.2.2.9.6.</p>	<p>Level 3's Statement of the Issue: Does the federal Act require that Level 3 pay Qwest for network</p>	<p>7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic on Tandem Switches or End Office Switches. CLEC may interconnect at either the Qwest local tandem or the Qwest access tandem for the delivery of local exchange traffic. When CLEC is interconnected at the access tandem and when there is a DS1 level of traffic (512 BHCCS) over three (3) consecutive months between CLEC's Switch and a Qwest End Office Switch, Qwest may request CLEC to order a direct trunk group to the</p>

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	<p>management costs related to Qwest’s network on Qwest’s side of the POI?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?</p>	<p>Qwest End Office Switch <u>for purposes of network management and routing of traffic to or from the POI.</u> CLEC shall comply with that request unless it can demonstrate that such compliance will impose upon it a material adverse economic or operations impact. Furthermore, Qwest may propose to provide Interconnection facilities to the local Tandem Switches or End Office Switches served by the Access Tandem Switch at the same cost to CLEC as Interconnection at the Access Tandem Switch. If CLEC provides a written statement of its objections to a Qwest cost-equivalency proposal, Qwest may require it only: (a) upon demonstrating that a failure to do so will have a material adverse affect on the operation of its network and (b) upon a finding that doing so will have no material adverse impact on the operation of CLEC, as compared with Interconnection at such Access Tandem Switch.</p>
<p>Issue No. 1 G Sec. 7.3.1.1.3 and Sec. 7.3.1.1.3.1</p>	<p>Level 3’s Statement of the Issue: Does the federal Act permit Level 3 to establish a single point to interconnect its network to Qwest’s network, and further require each party to bring its originating traffic to the SPOI without requiring the</p>	<p>7.3.1.1.3 <u>Except for the transport costs for Transport Assumed IP Traffic, each party is solely responsible for any and all costs arising from or related to establishing and maintaining the interconnection trunks and facilities such Party uses to connect to the POI.</u></p> <p>7.3.1.1.3.1 <u>ISP-bound and VoIP traffic exchanged at Level 3 POIs located within Qwest calling areas will be compensated at \$0.0007 per minute of use. Transport Assumed IP Traffic shall also be compensated at \$0.0007 per minute of use.</u></p> <p><i>7.3.1.1.3. If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way entrance facility (EF) rate element charges as follows:</i></p>

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	<p>other carrier to pay the originating carrier's costs associated with its network design?</p> <p>Qwest's Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?</p>	<p><i>7.3.1.1.3.1 Entrance Facilities - The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic and all traffic that is VNXX Traffic to substantiate a change in that factor. If a CLEC's End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the Customer is physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs, involving those Customers is referred to as "VNXX traffic". For purposes of determining the RUF, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a new relative use factor, that Party will send a notice to the other Party. Once the Parties finalize a new factor, the bill reductions and payments will apply going forward, from the date the original notice was sent. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature. Qwest has never agreed to exchange VNXX Traffic with CLEC.</i></p>
<p>Issue No. 1 H Section 7.3.2.2 and Sec. 7.3.2.2.1</p>	<p>Level 3's Statement of the Issue: Does the federal Act permit Level 3 to establish a single point to interconnect its network to Qwest's network, and further require each party to</p>	<p><i>7.3.2.2 <u>Except for the transport costs for Transport Assumed IP Traffic, each party is solely responsible for any and all costs arising from or related to establishing and maintaining the interconnection trunks and facilities such party uses to connect to the POI. Thus, where Level 3 has established a POI in a Local Calling Area, Level 3 will not be responsible for paying to Qwest DTT charges for Qwest-originated traffic.</u></i></p> <p><i>7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:</i></p>

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	<p>bring its originating traffic to the SPOI without requiring the other carrier to pay the originating carrier's costs associated with its network design?</p> <p>Qwest's Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?</p>	<p><i>7.3.2.2.1 Direct Trunked Transport - The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If a CLEC's End User Customers are assigned a NPA-NXXs associated with a rate center other than the rate center where the Customer is physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs, involving those Customers is referred to as "VNXX traffic". For purposes of determining the RUF, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a new relative use factor, that Party will send a notice to the other Party. Once the Parties finalize a new factor, the bill reductions and payments will apply going forward, from the date the original notice was sent. ISP-bound traffic is interstate in nature. Qwest has never agreed to exchange VNXX Traffic with CLEC.</i></p>
<p>Issue No. 1 I Sec. 7.3.3.1</p>	<p>Level 3's Statement of the Issue: Is each party responsible for the costs incurred in establishing its network on its own side of the point of</p>	<p>7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.</p>

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	<p>interconnection?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level 3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?</p>	
<p>Issue No. 1J Sec. 7.3.3.2</p>	<p>Level 3’s Statement of the Issue: Is each party responsible for the costs incurred in establishing its network on its own side of the point of interconnection?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is entitled to be compensated by Level</p>	<p><i>7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.</i></p> <p><u>7.3.3.2 Neither Party may charge (and neither Party shall have an obligation to pay) any nonrecurring charges for rearrangement assessed for any LIS trunk rearrangement ordered for purposes of exchanging ISP-Bound Traffic, 251(b)(5) Traffic, and VoIP Traffic that either Party delivers at a POI, other than the intercarrier compensation rates.</u></p>

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	3 for costs incurred by Qwest to provide the use of its network in offering interconnection services Level 3 has ordered?	
TIER I	ISSUE 2 – ALL TRAFFIC ON INTERCONNECTION TRUNKS	
Issue No. 2 A Sec. 7.2.2.9.3.1	<p>Level 3 Statement of the Issue: Is Level 3 obligated to build out separate interconnection trunks for local and non-local traffic?</p> <p>Qwest’s Statement of the Issue: Whether Level 3 is entitled to commingle switched access traffic with other types of</p>	<p>7.2.2.9.3.1 <u>Where CLEC exchanges Telephone Exchange Service, Exchange Access Service,, and Information Services traffic with Qwest over a single interconnection network, CLEC agrees to pay Qwest, on Qwest’s side of the POI, state or federally tariffed rates applicable to the facilities charges for IntraLATA and/or InterLATA traffic in proportion to the total amount of traffic exchanged over the interconnection facility utilized. The facility charge that is the basis for the proportional charge for the IntraLATA and/or InterLATA traffic exchanged shall be that which corresponds to those facilities utilized by Qwest and Level 3 to exchange the combined traffic.</u></p> <p><u>7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, IntraLATA LEC Toll, VoIP</u></p>

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	<p>traffic on local interconnection trunks established under the Agreement?</p>	<p><i>traffic and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.</i></p> <p><i>7.2.2.9.3.1.1. If CLEC utilizes trunking arrangements as described in Section 7.2.2.9.3.1, Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. Exchange Service (EAS/Local) traffic may not be combined with Switched Access Feature Group D traffic to a Qwest Access Tandem Switch and/or End Office Switch.</i></p>
<p>Issue No. 2 B Sec. 7.2.2.9.3.2 and 7.2.2.9.3.2.1</p>	<p>Level 3 Statement of the Issue: Is Level 3 obligated to build out separate interconnection trunks for local and non-local traffic?</p> <p>Qwest’s Statement of the Issue: Whether Level 3 is entitled to commingle switched access traffic with other types of traffic on local interconnection trunks established under the Agreement?</p>	<p>7.2.2.9.3.2 CLEC may combine Exchange Service (EAS/Local) traffic, ISP-Bound Traffic, Exchange Access, VoIP Traffic and Switched Access Feature Group D traffic including Jointly Provided Switched Access traffic, on the same Feature Group D trunk group or over the same interconnection trunk groups as provided in Section 7.3.9.</p> <p><i>7.2.2.9.3.2 CLEC may combine originating Exchange Service (EAS/Local) traffic, ISP-Bound Traffic, IntraLATA LEC Toll, VoIP Traffic and Switched Access Feature Group D traffic including Jointly Provided Switched Access traffic, on the same Feature Group D trunk group.</i></p> <p><i>7.2.2.9.3.2.1 CLEC shall provide to Qwest, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call detail records or the Parties may use call records or mechanized jurisdictionalization using Calling Party Number (CPN) information in lieu of PLU, if CPN is available. Where CLEC utilizes an affiliate’s Interexchange Carrier (IXC) Feature Group D trunks to deliver Exchange Service (EAS/Local) traffic with interexchange Switched Access traffic to Qwest, Qwest shall establish trunk group(s) to deliver Exchange Service (EAS/Local), Transit, and IntraLATA LEC Toll, to CLEC. Qwest will use or establish a POI for such trunk group in accordance with Section 7.1.</i></p>
<p>Issue No. 2c</p>	<p>Transit Limitation Definition</p>	<p><u>“Transit Limitation: For Telephone Toll and VoIP traffic that Level 3 terminates to Qwest, Level 3 agrees to route over the local interconnection trunks only such IntraLATA Toll Traffic,</u></p>

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Sec. 7.2.2.3.5		<u>InterLATA Traffic and VoIP traffic that would route to NPA-NXX codes homed to Qwest switches.</u>
Tier I Issue 3 A	COMPENSATION FOR ISP-BOUND TRAFFIC	
Issue No. 3 7.3.6.3	<p>Level 3 Statement of the Issue: Is Level 3 obligated to build out separate interconnection trunks for local and non-local traffic?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is required to pay intercarrier compensation on ISP traffic that does not originate and terminate at physical locations within the same local calling area (“LCA”) established by the Commission?</p>	<p><u>7.3.6.3 Level 3 routes ISP-bound or VoIP Traffic through switches that are not located within Qwest local calling areas within the state of Oregon. Without waiving its rights under federal or state law, however, Level 3 agrees that for purposes of this Agreement, it will maintain POIs in place as of the date of Execution of this Agreement and that it will also establish POIs in Qwest local calling areas where required.</u></p> <p><u>Where Level 3 establishes a POI within a Qwest local calling area, calls originated by Qwest customers in such local calling area routed through such Level 3 POI to ISPs served by Level 3 network will be considered local to that calling area. They will be compensated at \$0.0007 per MOU.</u></p> <p><u>Where Level 3 establishes a POI within a Qwest local calling area, calls originated in TDM by Qwest customers in such local calling area routed through such Level 3 POI to an ESP VoIP providers served by the Level 3 network will be considered local to that rate center. These calls will be compensated on the basis of \$0.0007 per MOU. Because VoIP traffic is two way, where Level 3 delivers a VoIP call through a Level 3 POI that is located in the same local calling area as the Qwest customer to which the call is being delivered, the call will also be considered local and will be compensated at \$0.0007 per MOU.</u></p> <p><u>ISP-bound and VoIP traffic that is not routed through a Level 3 POI that is located in the same local calling area as the Qwest customer that the call is either originated by or terminated to, or calls that do not constitute Transport Assumed IP-Traffic will be considered VNXX traffic under</u></p>

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		<p><u>Oregon Law..</u> <u>Where Level 3 terminates IntraLATA Toll Traffic or InterLATA Traffic transported by an IXC., Level 3 agrees to rate such traffic according to Qwest’s applicable tariffs as more fully described in Section 7.3.9.</u></p> <p>7.3.6.3 Qwest will not pay reciprocal compensation on VNXX traffic.</p>
<p>Issue No. 3 B Sec. 4 - Definitions</p>	<p>Level 3 Statement of the Issue: Whether Qwest may use retail “local calling area definitions” as grounds to reduce compensation that the FCC has ordered apply to Information and/or Information Access Services?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is required to pay intercarrier compensation on ISP traffic that does not originate and terminate at physical</p>	<p>;</p> <p><u>“VNXX” calls are all calls that are NOT</u></p> <p>-</p> <ol style="list-style-type: none"> <u>1. Calls made by Qwest local telephone service customers to local telephone numbers that Level 3 picks up at a Level 3 POI physically located in the same local calling area as the Qwest customer making the call or where Level 3 picks up the call using a Qwest facility physically located in same local calling area as the Qwest customer making the call so long as Level 3 pays Qwest TELRIC based costs for the Qwest facility used to carry that call to the Level 3 POI;</u> <u>2. Calls made by Level 3 VoIP customers to Qwest local telephone service customers that Level 3 delivers through a Level 3 POI physically located in the same local calling area as the called Qwest end user customer or where Level 3 delivers that call using a Qwest facility physically located in the same local calling area as the called Qwest end user customer so long as Level 3 pays Qwest TELRIC based costs for the Qwest facility used to deliver that call.</u> <u>3. Non-VoIP 1+ dialed calls (they originate in TDM format) that Level 3 terminates for</u>

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	<p>locations within the same local calling area (“LCA”) established by the Commission?</p>	<p align="center"><u>IXCs to Qwest telephone service subscribers using Level 3’s LIS trunks.</u></p> <p align="center"><i>“VNXX traffic” is all traffic originated by the Qwest End User Customer that is not terminated to CLEC’s End User Customer physically located within the same Qwest Local Calling Area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed and, specifically, regardless of whether CLEC’s End User Customer is assigned an NPA-NXX associated with a rate center in which the Qwest End User Customer is physically located.</i></p>
<p>Issue No. 3 C Section 7.3.6.1</p>	<p>Level 3 Statement of the Issue: Once Qwest opts into the ISP Remand compensation regime for the exchange of traffic, may Qwest lower that rate based on a state commission approved rate for reciprocal compensation that applies to non-information services?</p> <p>Qwest’s Statement of the Issue: Whether Qwest is required to pay intercarrier compensation on ISP</p>	<p>7.3.6.1 Subject to the terms of this Section Agreement, intercarrier compensation for ISP-bound traffic and VoIP traffic exchanged between Qwest and Level 3 (where the end users are physically located within the same Local Calling Area) will be billed and paid as follows, without limitation as to the number of MOU (“minutes of use”) or whether the MOU are generated in “new markets” as that term has been defined by the FCC:</p> <p><i>\$.00007 per MOU or the state ordered rate, whichever is lower.</i></p> <p><i>\$.0 per MOU</i></p>

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	<p>traffic that does not originate and terminate at physical locations within the same local calling area (“LCA”) established by the Commission?</p>	
TIER I	IP ENABLED COMPENSATION	
<p>Issue No. 4 Sec. 7.3.4.1 and 7.3.4.2</p>	<p>Level 3 Statement of Issue: Once Qwest opts into the ISP Remand compensation regime for the exchange of traffic, may Qwest lower that rate based on a state commission approved rate for reciprocal compensation that applies to non-information services? Qwest’s Statement of the Issue: Whether Qwest and</p>	<p>Qwest language below remains disputed, but Level 3 counterproposal no longer necessary given that issues have been agreed to, above.</p> <p>7.3.4.1 Intercarrier compensation for Exchange Service (EAS/Local) and VoIP traffic exchanged between CLEC and Qwest (where the end users are physically located within the same Local Calling Area) will be billed at \$.00161 per MOU..</p> <p>7.3.4.2 The Parties will not pay reciprocal compensation on traffic, including traffic that a Party may claim is ISP-Bound Traffic, when the traffic <i>is VNXX traffic does not originate and terminate within the same Qwest local calling area (as approved by the state Commission), regardless of the calling and called NPA-NXXs and, specifically regardless of whether an End User Customer is assigned an NPA-NXX associated with a rate center different from the rate center where the customer is physically located (a/k/a “VNXX Traffic”). Qwest’s agreement to the terms in this paragraph is without waiver or prejudice to Qwest’s position that it has never agreed to exchange VNXX Traffic with CLEC.</i></p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	Level 3 are required to pay reciprocal compensation on VoIP traffic that does not originate and terminate at physical locations within the same LCA.	

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Issue Number/ ICA Section	Issue Description	Disputed Terms
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<p>Issue No. 5</p>	<p>Level 3 Statement of Issue: Whether the Agreement should incorporate by reference, interconnection terms and conditions that conflict with the specific terms of the Interconnection Agreement at issue in this proceeding.</p> <p>Qwest Statement of the Issue: Whether state-specific language approved by the Commission should be used in the Agreement instead of Qwest’s template language?</p>	<p>Agreed to Qwest language; withdrew level 3 language.</p> <p>Each reference by Qwest in the Agreement to Qwest’s Statement of Generally Available terms. See for example, Qwest’s attempt to adopt terms defined in its SGAT in the definitions section, and Sections 5.8.1, 5.8.2, 5.12.1, 5.12.2, 5.13, 5.15.1, 5.16.9.1.1, 5.16.10, 5.18.3, 5.18.9, 5.23.1, 5.27.1, 5.30.1., 6.2.2.5,6.2.2.6, 6.2.2.7, 6.2.2.9.2, 6.2.3.1a, 6.2.3.1c, 6.2.3.1c, 6.2.3.1d, 6.2.3.2a, 6.2.3.2d, 6.2.14, 6.4.1, 7.1.2.1, etc.</p>
<p>TIER II ISSUES</p>	<p>Issues that require a decision to be consistent with the conclusions reached by the Commission</p>	

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	in Level 3's Tier I issues.	
<p>Issue No. 7 Sec. 4 - Definitions</p>	<p>Level 3 Statement of Issue: Whether the Agreement should provide that End User Customers are those customers that are on the public switched telecommunications network, and that end users only exchange calls to or from the public switched telecommunications network? Qwest's Statement of the Issue: Should the Parties use the Commission approved definition of "Basic Exchange Telecommunications Service"?</p>	<p><u>Telephone Exchange Service is as defined in the Act.</u> "Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.</p>
<p>Issue No. 8</p>	<p>Level 3 Statement of Issue: Should the</p>	<p>Agreed to Qwest language; withdrew Level 3 language</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
Sec. 4 - Definitions	Parties' be permitted to agree on the types of call record information Should the Parties' be permitted to agree on the types of call record information. Qwest's Statement of the Issue: What is the appropriate definition for "call record"?	"Call Record" means a record that provides key data about individual telephone calls. It includes originating telephone number, terminating telephone number, billing telephone number (if different from originating or terminating number) time and date of call, duration of call, long distance carrier (if applicable), and other data necessary to properly rate and bill the call.
Issue No. 11 Sec. 4 - Definitions	Level 3 Statement of Issue: Should the definition of "Interexchange Carrier" be defined by relying on a type of traffic that is defined by the federal Communications Act? Qwest's Statement of the Issue: Should the	Agreed to Qwest language; withdrew Level 3 language. "Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	<p>parties use a definition of “Interexchange Carrier” that is identical to the Commission-approved definition?</p>	
<p>Issue No. 12 Sec. 4 - Definitions</p>	<p>Level 3 Statement of Issue: Should the Agreement define the term “IntraLATA Toll Traffic” using terms defined in the federal Communications Act?</p> <p>Qwest’s Statement of the Issue: Should the parties use a definition of “IntraLATA Toll Traffic” that is identical to the Commission-approved definition?</p>	<p>Agreed to Qwest language; withdrew Level 3 language.</p> <p>“IntraLATA Toll Traffic” describes IntraLATA Traffic outside the Local Calling Area.</p>
<p>Issue No. 13 Sec. 4 - Definitions</p>	<p>Level 3 Statement of Issue: Whether the Agreement should</p>	<p>Agreed to Qwest language.</p> <p>"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from CLEC’s Switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	<p>contain a definition of a term that is used by Qwest to shift to Level 3 the costs of Qwest's facilities on Qwest's side of the point of interconnection?</p> <p>Qwest's Statement of the Issue: Setting aside who bears the costs of interconnection, should the Agreement contain a definition of the trunk facility that connects Qwest's network to Level 3's network?</p>	<p>Facility may not extend beyond the area served by the Qwest Serving Wire Center.</p>
<p>Issue No. 14 Sec. 4 - Definitions</p>	<p>Level 3 Statement of Issue: Whether the Agreement should define traffic using terms defined in the federal Communications Act?</p> <p>Qwest's Statement of the Issue: Should the Commission adopt</p>	<p>Agreed to Qwest language.</p> <p>"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	<p>a definition of “Exchange Service” or “Extended Area Service (EAS)/Local Traffic” that means “traffic that is originated and terminated within the same Local Calling Area as determined by the Commission”? In addition to that, should the Commission also adopt a definition of “Telephone Exchange Service” that is substantially the same as the definition of that term proposed by Level 3?</p>	
<p>Issue No. 15. Sec. 4 – Definitions</p>	<p>Level 3 Statement of Issue: Whether the Agreement should define traffic using terms defined in the federal Communications Act? Qwest’s Statement</p>	<p>Agreed to Qwest language; withdrew Level 3 language; there was no Qwest language counterproposed for this issue.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	<p>of the Issue: Is it necessary to have a separate definition of “Telephone Toll Service”?</p>	
<p>Issue No. 16 Sec. 4 – Definitions and 7.2.2.12</p>	<p>Level 3 Statement of Issue: Assuming that the Agreement will define “Voice over Internet Protocol” or “VoIP”, should the definition of “VoIP” contain substantive terms that limit the circumstances in which the Parties will exchange traffic, and the compensation that will be derived from the exchange of VoIP traffic?</p> <p>Qwest’s Statement of the Issue: Whether “VoIP Traffic” should be defined according to the standard industry definition that specifies the types of</p>	<p>“VoIP” (Voice over Internet Protocol) traffic is traffic that originates <u>or terminates</u> in Internet Protocol <i>at the premises of the party making the call</i> using IP-Telephone handsets, <i>end user premises</i> Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management “plug and play” hardware, IPT application management and monitoring hardware or such similar equipment and is transmitted over a broadband connection to <u>or from</u> the VoIP provider. <u>PSTN-IP-PSTN Traffic as defined herein shall not constitute VoIP traffic.</u></p> <p>7.2.2.12 VoIP traffic. VoIP traffic as defined in this agreement shall be treated as an Information Service, and is subject to interconnection and compensation rules and treatment accordingly under this Agreement based on treating the <i>VoIP Provider Point of Presence (“POP”) Level 3 POI</i> as an end user premise for purposes of determining the end points for a specific call.</p> <p>7.2.2.12.1 CLEC is permitted to utilize LIS trunks to terminate VoIP traffic under this Agreement only pursuant to the same rules that apply to traffic from all other end users, including the requirement that the <u>VoIP Provider POP Level 3 POI</u> must be in the same Local Calling Area as the called party.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	equipment involved, requires that the call originate in Internet Protocol (“IP”), and requires that the call be transmitted over a broadband connection to the VoIP Provider?	
<p>Issue No. 17 Section 7.2.2.8.4, 7.2.2.8.6.1, and 7.2.2.8.6.2</p>	<p>Level 3 Statement of Issue: Is Level 3 required to assume the costs of building facilities and establishing trunks and manage the capacity requirements on Qwest’s side of the Point of Interconnection?</p> <p>Qwest’s Statement of the Issue: Should Level 3 be required to provide forecasts to Qwest?</p>	<p>Agreed to Qwest language; there was no Level 3 language counterproposed.</p> <p>7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.</p> <p>7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties’ networks. Such forecasts shall be for LIS trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to CLEC on or before the date of the joint planning meeting.</p> <p>7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC’s semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.</p> <p>7.2.2.8.4 The Parties agree that trunk forecasts are non-binding and are based on the information available to each respective Party at the time the forecasts are prepared. Unforecasted trunk demands, if any,</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
		<p>by one Party will be accommodated by the other Party as soon as practicable based on facility availability. Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install.</p> <p>7.2.2.8.5 In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks required is less than fifty percent (50%) of forecast, Qwest will make capacity available in accordance with the lower forecast.</p> <p>7.2.2.8.6 Three (3) weeks after a forecasting cycle, Qwest will provide CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service, Qwest will make capacity available in accordance with the lower forecast.</p> <p>7.2.2.8.6.1 If Qwest constructs non-reusable facilities in response to a CLEC forecast, and subsequent related orders are not issued by CLEC within 6 months of the completed construction, Qwest may seek non-punitive liquidated damages that do not exceed Qwest's actual construction costs.</p> <p>7.2.2.8.6.2 Intentionally left blank.</p> <p>7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.</p> <p>7.2.2.8.8 In addition to the above information, CLEC shall provide:</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
		<p>a) Completed Qwest LIS Trunk Forecast Forms; and</p> <p>b) Any planned use of an alternate Tandem Switch provider.</p> <p>7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.</p> <p>a) Qwest Tandem Switches and Qwest End Office Switches (LERG);</p> <p>b) CLI codes (LERG);</p> <p>c) Business/Residence line counts (ICONN);</p> <p>d) Switch type (LERG or ICONN); and</p> <p>e) Current and planned Switch generics (ICONN).</p> <p>Qwest will notify CLEC six (6) months prior to LERG amendment, the anticipation of a new local Tandem Switch.</p> <p>7.2.2.8.10 Qwest network disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.qwest.com/disclosures.</p> <p>7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.</p> <p>7.2.2.8.12 The following terms shall apply to the forecasting process:</p> <p>7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in Qwest's Trunk Forecast Form;</p> <p>7.2.2.8.12.2 CLEC forecasts provided to Qwest, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
		<p>7.2.2.8.13 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest’s desire to resize the trunk group. Such notification shall include Qwest’s information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the CLEC-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.</p> <p>7.2.2.8.14 Intentionally Left Blank.</p> <p>7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.</p> <p>7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party’s use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
<p>Issue No. 18 Sec. 7.3.9</p>	<p>Level 3 Statement of Issue: May the Parties rely upon jurisdictional allocation factors to identify the compensation for the types of traffic exchanged?</p> <p>Qwest’s Statement of the Issue: Whether Qwest’s mechanized billing systems and procedures should be replaced by a manual system based upon jurisdictional allocation factors.</p>	<p>7.3.9 To the extent a Party combines ISP-bound Traffic, VoIP traffic and Exchange Service (EAS/Local), IntraLATA LEC Toll, and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating Party’s request will declare monthly quarterly PLU(s) PIU(s), and PIPU(s), collectively “Jurisdictional Factors.” Such Jurisdictional Factors PLUs will be verifiable with either call summary records utilizing Call Record Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.</p> <p>7.3.9.1 The Jurisdictional Factors - PLU, PIU and PIPU - are defined as follows:</p> <p>7.3.9.1.1 PIPU – Percent IP Usage: This factor represents the traffic that is VOIP traffic as a percentage of all traffic. CLEC has introduced this factor to identify VoIP traffic for billing purposes to Qwest on an interim basis until an industry standard is implemented.</p> <p>7.3.9.1.2 PIU – Percent Interstate Usage: This factor represents the end-to-end circuit switched traffic (i.e. TDM-IP-TDM) that is interstate for services that are billed at tariffed rates on a per Minute Of Use (MOU) basis as a percentage of all end-to-end circuit switched traffic, i.e. all interstate traffic after IP-Enabled traffic has been excluded. This factor does not include IP-Enabled Services Traffic.</p> <p>7.3.9.1.3 PLU – Percent 251(b)(5), all ISP-bound and VoIP traffic which is not VNXX traffic.</p> <p>7.3.9.2 Unless otherwise agreed to by the parties: (1) factors will be calculated and exchanged on a monthly basis. Percentages will be calculated to two decimal places (for example 22.34%); (2) each party will calculate factors for all traffic that they originate and exchanged directly with the other Party; and (3) the party responsible for collecting data will collect all traffic data, including but not limited to Call Detail Records (this includes CPN), from each trunk group in the state over which the parties exchange traffic during each study period. The parties will calculate the factors defined in Section 7.9.1, above, as follows:</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
		<p>7.3.9.2.1 <u>PIPU: The PIPU is calculated by dividing the total VoIP MOU by the total MOU. The PIPU is calculated on a statewide basis.</u></p> <p>7.3.9.2.1.1 <u>Upon ILEC request, CLEC will provide a PIPU factor for all minutes of usage exchanged directly between the Parties over the Interconnection Trunk Groups in each state. CLEC will provide separate PIPU factors for CLEC Terminating VoIP traffic and CLEC Originating VoIP traffic. Accordingly, the PIPU factor is based upon CLEC’s actual and verifiable Call Detail Records of IP-originated traffic</u></p> <p>7.3.9.3 <u>Exchange of Data:</u></p> <p>7.3.9.3.1 <u>The party responsible for billing will provide the PIPU, PLU and PIU factors to the non-collecting party on or before the 15th of each month, via email (or other method as mutually agreed between the parties), to designated points of contact within each company.</u></p> <p>7.3.9.4 <u>Maintenance of Records</u></p> <p>7.3.9.4.1 <u>Each company will maintain traffic data on a readily available basis for a minimum period of one year (or however long as required by state and federal regulations) after the end of the month for which such data was collected for audit purposes.</u></p> <p>7.3.9.5 <u>Audits</u></p> <p>7.3.9.5.1 <u>Each company will have the ability to audit the other company’s traffic factors up to a maximum of twice per year. A party seeking an audit must provide notice of their intent to audit and include specific dates, amounts and other detail necessary for the party receiving the request to process the audit. Notice must be provided in writing and postmarked as mailed to the audited party within one year after the end of each month(s) for which they seek audit.</u></p> <p>7.3.9.5.2 <u>The audited party must provide in a mutually agreeable electronic format traffic data</u></p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
		<p><u>for the months requested according to Section 7.3.9.5.1 above.</u></p> <p>7.3.9.6 True-Up <u>In addition to rights of audit, the Parties agree that where a factor is found to be in error by more than 2%, they will automatically true up the factors and pay or remit the resulting amounts to correct such errors.</u></p>
<p>Issue No. 19 7.3.6.2</p>	<p>Level 3 Statement of Issue: Whether the Parties should use the FCC's 3:1 ratio to determine what traffic is ISP-bound traffic or whether they should use Qwest's method for tracking ISP-bound traffic where the Commission has previously ruled that Qwest's method is sufficient?</p> <p>Qwest's Statement of the Issue: Whether the Parties should use a Commission-approved method by which Qwest tracks ISP-bound traffic as the method for such</p>	<p>7.3.6.2 Identification of ISP-Bound Traffic – unless the Commission has previously ruled that Qwest's method for tracking ISP-bound Traffic is sufficient, Qwest will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) traffic is ISP-Bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	tracking under the agreement and, in the alternative, whether the FCC's 3:1 ratio should be used in the event the Commission has not approved an alternative method.	
<p>Issue No. 20 Section 7.3.8.</p>	<p>Level 3 Statement of Issue: In identifying IP enabled traffic, should be parties allow for call records that will include information other than Calling Party Number?</p> <p>Qwest's Statement of the Issue: What signaling information should the Agreement require the parties to provide to each other?</p>	<p>7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number ("CPN"), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (<i>e.g. i.e.</i>, MF signaling, IP origination, etc.) such traffic will be billed as interstate Switched Access. <u>Excluding VoIP traffic which is lawfully originated without CPN,</u> Traffic sent to the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and IntraLATA LEC Toll traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no_CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction. All Exchange Service (EAS/Local) and IntraLATA LEC Toll calls exchanged without CPN information will be billed as either Exchange Service (EAS/Local) Traffic or IntraLATA LEC Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.2.2.9.3.2 of this Agreement</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
<p>Issue No. 21 Section 7.4.1.1</p>	<p>Level 3 Statement of Issue: Whether, when ordering Interconnection, Level 3 could be deemed to implicitly agreeing to pay the costs of the trunks and facilities on Qwest’s side of the POI?</p> <p>Qwest’s Statement of the Issue: Whether Level 3’s proposed Section 7.4.1.1 is necessary when no provision in Section 7.4 allocated responsibility for the cost of interconnection.</p>	<p>Agreed to Qwest language; withdrew Level 3 language; there was no Qwest language counterproposed for this issue.</p>
<p>Issue No. 22 Section 19.1.1.</p>	<p>Level 3 Statement of Issue: Whether Qwest may compel Level 3 to incur special construction charges for work completed on Qwest’s facilities and network on Qwest’s side of the</p>	<p>Agreed to Qwest language; withdrew Level 3 language; there was no Qwest language counterproposed for this issue.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	<p>POI?</p> <p>Qwest’s Statement of the Issue: Whether Level 3’s proposed Section 19.1.1 is appropriate when nothing in Section 19 allocates responsibility for payment of construction of facilities.</p>	
<p>Issue 23 Section 4 Definitions</p>	<p>Level 3 Statement of the Issue:</p> <p>Qwest’s Statement of the Issue: Whether the Agreement Should contain a definition of “Meet Point Interconnection Arrangement?”</p>	<p>Agreed to Qwest language; withdrew Level 3 language; there was no Qwest language counterproposed for this issue.</p>
<p>Issue 24 Section 4 Definitions</p>	<p>Level 3 Statement of the Issue:</p>	<p>Agreed to Qwest language.</p> <p>“Mid-Span Meet” means an Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.</p>

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Issue Number/ ICA Section	Issue Description	Disputed Terms
	<p>Qwest Statement of the Issue: definition of “Mid-Span Meet” should the Agreement contain?</p>	
<p>Issue 25 Section 4 Definitions</p>	<p>Level 3 Statement of the Issue:</p> <p>Qwest Statement of the Issue: What Definition of “Point of Interconnection” should the Agreement contain?</p>	<p>“Point of Interface”, “Point of Interconnection”, or “POI” is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.</p>
<p>Issue 26</p>	<p>Level 3 Statement of the Issue:</p> <p>Qwest Statement of the Issue: Should the Agreement Contain a Definition of “PSTN-IP-PSTN”?</p>	<p><u>“PSTN-IP-PSTN Traffic” PSTN-IP-PSTN Traffic is defined as traffic that (1) uses ordinary customer premises equipment (CPE) with no enhanced functionality; (2) originates from and terminates to landline customers that draw dial tone from a circuit switch; (3) originating customer dials 1 plus the called party’s number, just as in any other circuit-switched long distance call; and (4) the call undergoes no net protocol conversion and provides no enhanced functionality to such landline customers due to the intermediate provider’s use of IP technology.</u></p>
<p>Issue 27</p>	<p>Level 3 Statement of the Issue:</p>	<p>Agreed to Qwest language; withdrew level 3 language.</p> <p>“Technically Feasible” Interconnection, access to Unbundled Network Elements, Collocation, and other</p>

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	<p>Qwest Statement of the Issue: What Definition of “Technically Feasible” should the agreement contain?</p>	<p>methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.</p>
<p>Issue 28 Section 4 Definitions</p>	<p>Level 3 Statement of the Issue:</p> <p>Qwest Statement of the Issue: Should the Agreement Contain a Definition of the word “Traffic”?</p>	<p>Agreed to Qwest language; withdrew Level 3 language; there was no Qwest language counterproposed for this issue.</p>
<p>Issue 29 Sec. 7.1.2.3</p>	<p>Level 3 Statement of the Issue:</p>	<p>Agreed to Qwest language; withdrew level 3 language.</p> <p>7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. CLEC may not use remaining capability</p>

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	<p>Qwest Statement of the Issue: What definition of Mid-Span Meet POI should the Agreement contain?</p>	<p>in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the exchange of traffic and joint Provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers.</p>
<p><u>Issue 30</u> <u>Sections</u> <u>7.2.2.6.1</u> <u>7.2.2.6.1.1,</u> <u>7.2.2.6.1.2,</u> <u>7.2.2.6.1.3</u></p>	<p>Level 3 Statement of the Issue:</p> <p>Qwest Statement of the Issue: What terms for SS7 Out-of-Band Signaling Should the Agreement Contain?</p>	<p>7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) under Qwest Intrastate Access Tariffs; (b) as defined in the Qwest FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.</p> <p><u>7.2.2.6.1.1 Either party may choose to provide its own SS7 signaling (via a single set of Quad links) for its facility-based services, or to the extent available, it may purchase SS7 signaling from the other party under the terms and conditions of that party’s tariff offering. Alternatively, either party may choose to obtain SS7 signaling from a third-party provider.</u></p> <p><u>7.2.2.6.1.2 In the event that LEVEL 3 constructs Quad Links, the point at which Level 3’s single set of Quad Links physically link to Qwest’s STP shall establish a meet point demarcating each Party’s respective legal and financial responsibilities for their respective network and traffic exchanged between those networks.</u></p> <p><u>7.2.2.6.1.3 To the extent that Qwest and Level 3 establish a mid-span meet or alternative form of establishing physical linking of SS7 Quad links, they will negotiate mutually agreeable terms and conditions for the apportioning facilities costs.</u></p>

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