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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**                      *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**                      (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 \_\_\_\_\_, Order No(s). \_\_\_\_\_

- If original agreement was an adoption, what was its docket number? Docket ARB \_\_\_\_\_

Other: Please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Rate Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Automotive Experts Group, Inc. dba Bend Data Center  
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Automotive Experts Group, Inc. dba Bend Data Center ("CLEC"), a Washington corporation.

**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 wish to amend the Agreement by adding 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:

**Amendment Terms**

The CLEC-to-CLEC Collocation rates, in Exhibit A of the Agreement, are hereby amended by adding the rates that were previously identified as "Under Development".

1. Qwest developed rates for CLEC-to-CLEC Collocation that were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.
2. An updated Exhibit A spreadsheet identifying the new rates is attached hereto and incorporated herein.
3. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**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. 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.

**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.

**Automotive Experts Group, Inc.  
dba Bend Data Center**

Thomas Barrett  
Authorized Signature

THOMAS BARRETT  
Name Printed/Typed

CEO  
Title

4-6-04  
Date

**Qwest Corporation**

L. T. Christensen  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

4/13/04  
Date

**Exhibit A  
Oregon\***

Amendment				
		Recurring	Non-Recurring	Notes
<b>8.0 Collocation</b>				
<b>8.7 CLEC-to-CLEC</b>				
8.7.1	Flat Charge (Design Engineering No Cables)		\$784.65	1
8.7.2	Cable Racking (per Foot)			
	DS0	\$0.2097		1
	DS1	\$0.2223		1
	DS3	\$0.1931		1
8.7.3	Virtual Connections (if applicable - Connections only, No Cables)			
	DS0 (Per 100 Connections)		\$191.23	1
	DS1 (Per 28 Connections)		\$89.56	1
	DS3 (Per 1 Connection)		\$6.11	1
8.7.4	Cable Hole (if Applicable)		\$443.15	1
8.7.5	CLEC to CLEC Cross - Connection		\$251.94	1

NOTES:

\* Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC. Docket Nos. UM 844 (Order No. 97-239), UT 148/UM 963 (Order No. 00-481), UM 962 (Order No. 02-821), UT 138 Ph II (Order No. 02-184), UM 773 (Order No. 02-355), UT 138 Ph III (Order No.

[1] TELRIC-based rates