

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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

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

Docket ARB

Other: Please explain.

**Enterprise Switching Amendment
to the Interconnection Agreement
between
Qwest Corporation and Oregon Telecom, Inc.
for the State of Oregon**

This is an Amendment ("Amendment") for Resold Enterprise Switching to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Oregon Telecom, Inc. ("CLEC"), an Oregon corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon, which was approved by the Oregon Public Utilities Commission ("Commission") on March 28, 2003, as referenced in Order No. 03-188; and

WHEREAS, the Parties subsequently entered into an Amendment to the Agreement entitled Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts wherein CLEC agreed to remove the unbundled network element known as enterprise switching from the Agreement;

WHEREAS, Qwest notified all carriers ordering unbundled enterprise switching, including CLEC, that they would have to find alternative forms of service and Qwest was implementing a transition plan to convert all existing enterprise switching on May 1, 2005 if the CLEC did not implement alternative services prior to that date;

WHEREAS, CLEC initiated a proceeding with the Federal Communications Commission ("FCC") on March 17, 2005 to challenge the rates for Qwest's offerings for alternative forms of service to enterprise switching as not being just and reasonable;

WHEREAS, the FCC informed the Parties that CLEC's complaint could not be heard on an expedited basis prior to the May 1, 2005 transition date and the Parties desire to maintain consistent billing for enterprise switching for a reasonable period of time to allow the FCC to hear the complaint;

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:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for resold enterprise switching as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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

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.

Oregon Telecom, Inc.

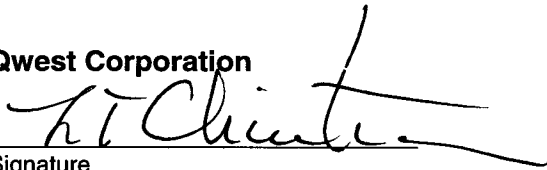
Signature

Name Printed/Typed

Title

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

6/1/05

Date

ATTACHMENT 1

6.5.3 Notwithstanding the foregoing, until June 1, 2005, Qwest agrees to suppress the billing of resale rates to any unbundled enterprise switching elements serving existing CLEC end users as of May 1, 2005 that were converted to resale service pursuant to Qwest's transition plan and the Elimination of UNE-P Amendment. Such services shall be billed at a rate in an amount that is equal to the amount of the previously-existing unbundled network element rate, provided that, Qwest reserves its right to true-up such rate after June 1, 2005 (but with an effective bill date of May 1, 2005) to the resale rate or another rate agreed to by the parties or ordered by the FCC, and CLEC agrees to such true-up. Notwithstanding the terms of this section 6.5.3, the parties are not altering the Elimination of UNE-P Amendment that, in particular, removed enterprise switching as an unbundled network element.