

## 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**                      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.

**Access to Signaling (SS7) Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Prime Time Ventures, LLC  
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Prime Time Ventures, LLC ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement for services in the state of Oregon, which was approved by the Oregon Public Utility Commission ("Commission") on October 31, 2003, as referenced in Order No. 03-641, ARB 505; and

WHEREAS, the Parties wish to amend the Agreement 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:

**1. Amendment Terms**

The Agreement is hereby amended by replacing, in its entirety Section 9.13 Access to Signaling (SS7) terms, conditions and rates, as set forth in the Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Parties are entering into this Amendment as an interim measure to classify the services for billing purposes. The Parties will subsequently enter into an amendment to the Agreement to remove the terms, conditions and rates set forth in the Attachment 1 and Exhibit A in accordance with the FCC's decision and rules adopted In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC Docket No. 04-290.

**2. 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.

**3. 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.

**4. Change of Law**

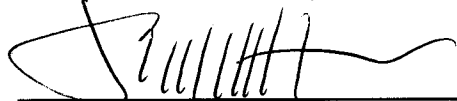
In addition to, but not in limitation of Section 2.2 of the Agreement, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

**5. 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.

**Prime Time Ventures, LLC**



Authorized Signature

JEFF RHODEN

Name Printed/Typed

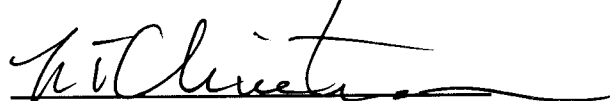
OWNER

Title

4/15/05

Date

**Qwest Corporation**



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

4/25/05

Date

## ATTACHMENT 1

### 9.13 Access to Signaling

#### 9.13.1 Description

9.13.1.1 Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and service management systems (SMS) on an unbundled basis. Access to Qwest's signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its Switches and Qwest's Switches, and between CLEC's Switches and those third party networks with which Qwest's signaling network is connected. CLEC may access Qwest's signaling network from a CLEC Switch via unbundled signaling and unbundled signaling transport elements between CLEC's Switch and Qwest STPs, or CLEC may choose to self provision its transport. CLEC may access Qwest's signaling network from each of its Switches via a signaling link pair between its Switch and the Qwest STPs. CLEC may make such connections in the same manner as Qwest connects one of its own Switches to STPs. Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is addressed in the Interconnection Section of the Agreement. The Common Channel Signaling used by the Parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes call set-up information and transient messages associated with Local Interconnection Service (LIS) trunks, Line Information Database (LIDB) data, InterNetwork Calling Name Database (ICNAM) data, Local Number Portability (LNP), custom local area signaling services (CLASS), Advanced Intelligent Network (AIN) services and 8XX database services.

9.13.1.3 Optional features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate call set up for LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX call set up information).

#### 9.13.2 Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an Individual Case Basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using CCSAC entrance facility, CCSAC direct link transport and CCSAC multiplexing.

9.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

9.13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

9.13.2.3.2 Specific signaling point code detail including the identification of CLEC's originating, destination and signaling options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

9.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest End Office Switches, Tandem Switches, sub-tending End Office Switches and STPs that will be included in the designed unbundled signaling arrangement.

9.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

9.13.2.4.1 Both Qwest and CLEC are obligated to follow existing 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.

9.13.2.4.2 CLEC's Switch or network SS7 node must meet industry and Qwest certification standards.

9.13.2.4.3 Unbundled signaling transport facilities as identified in Section 9.13.3.2 of this Amendment must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative, will be delivered by each Party to the other, in accordance with FCC requirements, when received from another Carrier or from the telephone equipment of the End User Customer.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where Technically Feasible.

9.13.2.4.6 Provisions relating to call related databases are contained in other sections of the Agreement (i.e., LNP, AIN, LIDB, 8XX, ICNAM, etc...).

### **9.13.3 Rate Elements**

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. ISUP message rating applies to all terminating messages traversing the CLEC's SPOI. TCAP messages, which are transient in nature (not destined for Qwest databases), will be assessed message rates. Pricing detail is provided in Exhibit A of this Amendment. Rate elements for unbundled CCSAC/SS7 elements are:

#### **9.13.3.1 Nonrecurring Rates.**

9.13.3.1.1 CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Amendment.

9.13.3.1.2 STP Port.

- 9.13.3.1.3 CCSAC Entrance Facility.
- 9.13.3.1.4 CCSAC Direct Link Transport.
- 9.13.3.1.5 CCSAC Multiplexing.

#### **9.13.3.2 Recurring Rates.**

- 9.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.
- 9.13.3.2.2 Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.
- 9.13.3.2.3 Signal Transport Charge - a per call set up request or data request charge for the transmission of signaling data between the local STP and an end office SP/SSP. This rate element includes separate charges for ISUP and TCAP messages.
- 9.13.3.2.4 Signal Switching Charge - a per call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.
- 9.13.3.2.5 CCSAC Entrance Facility – This is a charge for the connection of the CLEC signaling point of interface (SPOI) with the Qwest Serving Wire Center (SWC). CLEC may purchase this element from Qwest or it may self-provision the CCSAC entrance facility. If the CCSAC entrance facility is self-provisioned, CLEC would need to purchase Collocation and an interconnection tie pair (ITP).
- 9.13.3.2.6 CCSAC Direct Link Transport – This is a charge for the connection between the SWC and the Qwest STP. CLEC may purchase this element from Qwest or it may self-provision the CCSAC direct link transport directly to the STP. If the facility is self-provisioned, CLEC would need to purchase Collocation and an interconnection tie pair (ITP) at the STP location.
- 9.13.3.2.7 CCSAC Multiplexing – CCSAC multiplexing may be required at either the SWC or the STP Port. The multiplexing option is the standard DS1 to DS0 requirements.

#### **9.13.4 Ordering**

- 9.13.4.1 Unbundled CCSAC/SS7 elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Link Data Sheet prior to the service activation meetings.
- 9.13.4.2 Qwest will provide jeopardy notification, design layout reports (DLR), completion notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.
- 9.13.4.3 Due Date intervals for CCSAC/SS7 will be established on an Individual Case Basis.

### **9.13.5 Maintenance and Repair**

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Agreement.

**Exhibit A  
OREGON**

9.14	Common Channel Signaling/SS7		Recurring	Non-Recurring	
	9.14.1	STP Port	\$183.99	\$0.00	
	9.14.2	Options Activation Charge			
		Basic Translations			
		First Activation, Per Order		\$96.41	
		Each Additional Activation, Per Order		\$6.60	
		Database Translations			
		First Activation, Per Order		\$109.59	
		Each Additional Activation, Per Order		\$39.59	
	9.14.3	Signal Formulation, ISUP, Per Call Attempt	\$0.000297		
	9.14.4	Signal Transport, ISUP, Per Call Attempt	\$0.000125		
	9.14.5	Signal Transport, TCAP, Per Query	\$0.000129		
	9.14.6	Signal Switching, ISUP, Per Call Attempt	\$0.000206		
	9.14.7	Signal Switching, TCAP, Per Query	\$0.000253		
			Recurring Fixed	Recurring Per Mile	Non-Recurring
	9.14.8	CCSAC Entrance Facility, DS1	\$87.37	\$0.00	\$354.56
	9.14.9	CCSAC Direct Link Transport, DS0			
		DS0 Over 0 to 8 miles	\$19.74	\$0.09	
		DS0 Over 8 to 25 miles	\$19.74	\$0.08	
		DS0 Over 25 to 50 miles	\$19.74	\$0.11	
		DS0 Over 50 miles	\$19.74	\$0.08	
			Recurring	Non-Recurring	
	9.14.11	CCSAC Multiplexing			
		DS1 to DS0	\$212.76	\$97.28	