

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 *Competitive Carrier* *Incumbent Local Exchange 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.

**AMENDMENT FOR RELATIVE USE FACTOR
TO THE INTERCONNECTION AGREEMENT
BETWEEN
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC AND
QWEST CORPORATION
IN THE STATE OF OREGON**

This Amendment is made and entered into by and between MCImetro Access Transmission Services, LLC. ("CLEC") and Qwest Corporation ("Qwest").

RECITALS

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

WHEREAS, CLEC and Qwest desire to amend the Agreement further 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:

1. General.

This Amendment is made in order to add the terms and conditions for Relative Use Factor ("RUF") for the mutual exchange of traffic, as set forth in Attachment 1, attached hereto and incorporated herein which shall supersede as applicable those portions of Section V.D.2.d (existing relative use language) of the Agreement related to determining relative use.

2. Effective Date.

This Amendment shall be deemed effective, upon execution, subject to final Commission approval.

3. Reservation of Rights.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for application of the RUF for Direct Trunk Transport contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

4. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect until such time the RUF between the Parties is renegotiated. 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.

5. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to sharing the cost of the LIS two-way DTT facility between the Parties by applying a relative use factor ("RUF") 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 sharing the cost of the LIS two way DTT facility between the Parties by applying a RUF.

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.

MCIMETRO ACCESS TRANSMISSION SERVICES, LLC


Authorized Signature

Peter H. Reynolds

Name Printed/Typed

Director - NCCM

Title

Aug 1, 2006

Date

Qwest Corporation


Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

8/1/06

Date

ATTACHMENT 1

1. **Direct Trunked Transport**

1.1 **RUF.** The provider of the LIS two-way DTT facility will share the cost of the LIS two-way DTT facility with the other Party by applying a relative use factor ("RUF") determined pursuant to the requirements of this Section 1. The nominal charge to the other Party shall be reduced by the RUF in effect between the Parties for the billing period in question.

1.2 **Adjusted RUF.** As a result of the review to determine changes to the RUF factor the "Adjusted" RUF will reflect usage based on local traffic specifically exchanged between Qwest and CLEC. The actual RUF factor utilized for billing purposes for the Adjusted RUF, is referenced in Attachment 2, paragraph 2.3. This factor is based on the exchange of local traffic specifically between the Parties and is not applicable to any other Party as referenced in Attachment 2, paragraph 2.1, unless another party's actual traffic patterns with Qwest are substantially similar to the traffic patterns between Qwest and CLEC. This Adjusted RUF shall continue in effect for both bill reduction and payments on a going-forward basis, effective with the execution of this Amendment, subject to final Commission approval. The Parties acknowledge that, solely for purposes of calculating this Adjusted RUF, they have agreed to exclude ISP traffic and have calculated the adjusted RUF based on a company wide analysis.

1.3 **Further Adjustments to the RUF.** If either Party reasonably demonstrates that actual minutes of use during the most recent quarter justify a RUF different than the Adjusted RUF set forth in Section 1.3, the Parties will meet at the request of either Party to promptly update and implement a new RUF in accordance with the laws and state regulatory requirements then in effect. If the Parties cannot agree on a new RUF within thirty (30) days following initiation of negotiations, either Party may immediately invoke the dispute resolution provisions set forth in the Agreement. Once negotiation of a new factor is finalized, the Parties shall amend the existing Agreement to reflect the new RUF, and bill reductions and payments will apply going forward, effective retroactive to the date the party requested renegotiation of the RUF, subject to final Commission approval.

ATTACHMENT 2

2.1 **RUF Factors.** Qwest and CLEC agree that the RUF specifically identified below reflects local traffic exchanged between the Parties and is based upon the Parties collecting and analyzing data in order to develop a company wide RUF. The specific traffic characteristics of this exchange of traffic are unique to the traffic patterns between each other and the factors set forth below are not applicable, nor valid with any other Party, unless another party's actual traffic patterns with Qwest are substantially similar to the traffic patterns between Qwest and CLEC.

2.2 **RUF.** Qwest and CLEC agree that the actual RUF utilized for billing purposes is 75% Qwest, 25% CLEC. This adjusted RUF factor shall be calculated to include the additional adjustments required for Eugene, Oregon, LATA 670, pursuant to the Interim Amendment for Disputed Traffic approved by the Oregon Public Utility Commission on January, 25, 2004, Order Number 05-059. This factor will remain in effect until such time the Parties agree to a new RUF Factor and amend the Agreement. A new RUF will be effective retroactive to the date the party requested renegotiation of the RUF, subject to final Commission approval.