

## 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.

- |  |  |
|--|--|
| • Does filing replace an existing agreement between the parties? | • If filing involves Qwest Communications, does it utilize the terms of an SGAT? |
| • NO   | • NO   |
| • YES, Docket ARB  | • YES, Revision  |

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

Docket ARB

Other: Please explain.

**ISP-Bound Traffic Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
CommPartners, LLC  
for the State of North Dakota**

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

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of North Dakota, that is currently pending approval by the North Dakota Public Service Commission; 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:

**Amendment Terms**

Section 7.3.4 of the Agreement is hereby amended to include ISP-Bound Traffic, as follows:

**7.3.4 Exchange Service (EAS/Local) Traffic, ISP-Bound Traffic and VoIP Traffic**

7.3.4.1 CLEC and Qwest will exchange EAS/Local, ISP-Bound and VoIP traffic on a bill and keep basis.

**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. 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.

**Amendments; Waivers**

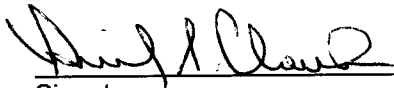
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

**CommPartners, LLC**

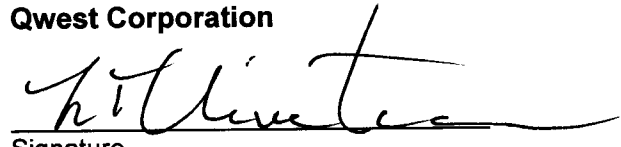
  
Signature

DAVID S. CLARK  
Name Printed/Typed

RESIDENT  
Title

10/19/05  
Date

**Qwest Corporation**

  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

11/14/05  
Date