
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.

1. PARTIES

	<i>Requesting Carrier</i>	<i>Affected Carrier</i>
Name:	_____	_____
Address:	_____	_____
	_____	_____
	_____	_____

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name:	_____	Phone:	_____
Address:	_____	Fax:	_____
	_____	E-Mail:	_____

3. 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.

**Internet Service Provider ("ISP") Bound Traffic Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Oregon, Inc., formally known as NEXTLINK Oregon, Inc.
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), (formerly known as U S WEST Communications, Inc.), a Colorado corporation, and XO Oregon, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, The FCC issued an Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic); and

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned Order 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 to the language as follows in lieu of existing contract language:

1. Definitions

For purposes of this Amendment the following definitions apply:

1.1 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own end users the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude intercarrier charges for transport of traffic between carriers' networks.

2. Exchange Service (EAS/Local) Traffic

Effective January 1, 2002, CLEC agrees to bill Qwest at the end office rates for §251(b)(5) traffic pursuant to Attachment 7 of the Agreement, Sections 5.1 and 5.2. Beginning on January 1, 2003, and except as otherwise set forth below, tandem rates will apply for non-ISP traffic through the relevant CLEC switches only if separately ordered in an appropriate Commission proceeding, and only on a prospective basis, with the effective date thereof being the date of the written Commission order with respect thereto or as otherwise ordered by the Commission, provided, however, that in no event will such rates be effective prior to January 1, 2003. Nothing herein shall preclude CLEC from seeking or obtaining a Commission Order in advance

of January 1, 2003, provided, however, that no rates required by such order shall be effective prior to January 1, 2003. Nothing herein shall preclude the Parties from mutually agreeing that the relevant CLEC switches meet the requirements for tandem compensation without specific orders from the Commission.

3. ISP-Bound Traffic

3.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) FCC 01-131 (FCC ISP Order), effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:

3.2 Compensation where the Parties were exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:

3.2.1 Identification of ISP-Bound Traffic -- The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating traffic to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. For purposes of this Amendment, compensation for paging traffic shall be the same as compensation for ISP-bound traffic.

3.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

3.2.2.1 For 2001, a Party will pay for ISP bound minutes up to the ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which it was responsible for payment during first quarter 2001, plus a ten percent (10%) growth factor.

3.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, a Party will pay for ISP-bound minutes up to the ceiling equal to the minutes for which each Party was responsible for payment in 2001, plus another ten percent (10%) growth factor.

3.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and CLEC, absent any agreement to the contrary, will be billed in accordance with their existing Agreement or as follows, whichever rate is lower:

3.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

3.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

3.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

3.2.3.4 In the event the Parties were not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18,

2001, compensation will be on a Bill and Keep basis until further FCC action on Inter-carrier compensation. This includes carrier expansion into a state it previously had not served.

4. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, Qwest will adopt the rate-affecting provisions for both ISP bound traffic and §251(b)(5) traffic of the Order as of June 14, 2001, the effective date of the Order.

5. Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supersedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

6. Amendment not a Precedent

The Parties agree that, by entering into this Amendment, they are doing so without prejudice to or waiver of any of their positions, whether policy, legal or otherwise. The Parties further agree that this Amendment may not be offered by either Party in any jurisdiction as evidence of any concession or as a waiver of any position taken by either Party.

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.

XO Oregon, Inc.

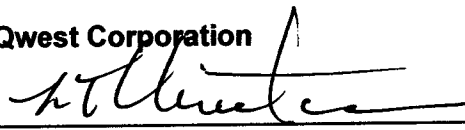

Signature

R. Gerard Salemme
Name Printed/Typed

Senior Vice President
Title

3-20-02
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

3/29/02
Date