

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 approved by the Commission.

- Docket ARB
- Parties to prior agreement &

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB

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

Docket ARB

**Microwave Physical Collocation Amendment
to the Interconnection Agreement
Between
Qwest Corporation and
OrbitCom, Inc.
for the State of Oregon**

This Amendment ("Amendment") is made and entered into by and between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and OrbitCom, Inc. ("CLEC").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for services in the states of Oregon which was filed with the Oregon Public Utility Commission ("Commission"); and

WHEREAS, CLEC and Qwest wish to amend the Agreement under the terms, conditions, and rates contained herein, and to amend the Agreement as follows:

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

This Amendment is made in order to add terms and conditions to allow for the collocation of microwave equipment as described below:

1.1 Microwave Physical Collocation

- 1.1.1 Where technically feasible and available, Qwest will provide for physical collocation of CLEC's microwave equipment on the roofs of Qwest's Central Office Buildings. Such equipment will be limited to only that which is necessary for local interconnection of CLEC's network facilities to Qwest's network or access to Qwest's unbundled network elements.

Microwave Physical Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), and microwave antenna(e) on the roof top or other suitable exterior spaces of Qwest's Central Offices. The method of placing CLEC's antenna(e) shall be by NPRM unless the Parties mutually agree to a different method. The Parties agree that the elements listed below reflect requirements for Microwave Physical Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Physical Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by Qwest where technically feasible but is not guaranteed to be available.

1.1.2 Provisioning Process and Fees:

1.1.2.1 Initial Site Visit: CLEC will provide a Site Visit Request to Qwest, in writing, setting forth the names of the Qwest Central Office Building(s) CLEC wishes to visit for potential Microwave Physical Collocation. Such site visit consists of CLEC representatives and appropriate Qwest personnel visiting a Qwest Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. Such Site Visit does not obligate CLEC to request, or Qwest to provide, Microwave Physical Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by Qwest of CLEC's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC will submit a Site Visit Request fee of \$250.00 for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by Qwest to CLEC at Qwest's loaded labor rates on a per hour basis.

1.1.3 Microwave Physical Collocation Application:

CLEC shall submit the appropriate collocation application fee and form pursuant to Qwest's EICT or other applicable tariff, in addition to a Microwave Physical Collocation Application Form (a form of which is set forth as Attachment 2, Appendix A to this Agreement) for each central office building where CLEC seeks Microwave Physical Collocation. The forms and fees will apply both to space on the roof as well as space inside the Qwest central office. Within fifteen (15) days of receiving a collocation application Qwest shall inform CLEC (i) if space is available inside the central office for termination equipment and (ii) if space is available on the roof, parapet, or other exterior structures.

If Qwest concludes that rooftop/exterior space which provides CLEC with unobstructed line-of-sight does not appear to be technically feasible, Qwest will provide CLEC with a written explanation of such technical infeasibility within fifteen (15) days of Qwest's receipt of the collocation application.

1.1.4 Pre-Construction/Technical Site Visit:

Within fifteen (15) business days of informing CLEC that space is available inside the central office and on the roof or exterior structure, the Parties shall visit the Central Office rooftop or antenna where Microwave Physical Collocation has been requested to develop specific engineering and related technical data for use by Qwest to prepare a quote for the tasks to be performed by Qwest or its approved contractors related to the installations of the microwave facilities ("Qwest Quote"). CLEC, by the

end of the Pre-Construction/ Technical Site Visit, or within five (5) business days thereafter, shall provide Qwest with the following data:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within CLEC's case (vendor, capacity)
- Latitude, Longitude, Primary Antenna Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Type, Antenna Center Line (C/L), Antenna Gain, Diversity Antenna type (if used), Diversity Antenna C/L, Diversity Antenna Gain, Equipment Type, Equip
Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- Other relevant information as identified at the site visit.

If such data is not provided within thirty (30) days, the request will be considered expired.

1.1.5 Preparation of Quote(s):

Within thirty (30) days of receiving the information set forth above from CLEC, Qwest will provide, as more fully described below, a Written Assessment and a Qwest Quote including a quote for the recurring and nonrecurring charges pursuant to the rates and terms set forth in Attachment 3, Appendix A of this Agreement.

The Quote(s) shall reflect the specifications submitted by CLEC and may change based on the actual field conditions encountered during construction. All Qwest Quotes shall be based upon the most cost-effective and practical method of accomplishing the tasks attendant to the proposed interconnection and collocation, while still meeting all of the requirements of Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97, OSHA, as well as the following Qwest Technical Publications:

77360 Antenna Installation
77355 Central Office Grounding
77350 Central Office Installation
77351 Central Office Engineering
77352 Central Office Drawings
77367 Handling of Hazardous Materials
77390 CLEC Installation/Removal Guidelines

All Quotes shall be valid for thirty (30) days from issuance, and CLEC shall accept or reject within such time period. To accept a Quote, CLEC shall so state in writing and shall pay Qwest 50% of the total estimated

charges ("Initial Payment") with the balance due upon completion of the Microwave Physical Collocation area and any necessary supporting electrical or building modification work. The date of such payment shall be the Start Date for purposes of this agreement.

1.1.6 CLEC Responsibilities:

CLEC may select the subcontractor(s) to provide the necessary work for the Microwave Physical Collocation arrangement or perform the work itself, if CLEC is deemed a Qwest-approved contractor. If CLEC elects to subcontract the work for the Microwave Physical Collocation arrangement, all contractors shall be Qwest-approved contractors. All work contracted or performed by CLEC will be performed under the reasonable supervision of Qwest personnel and comply with Qwest's nondiscriminatory practices and procedures.

1.1.6.1 CLEC shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, including without limitation, use permits and building permits, FCC licenses and FAA approval, if required, to operate and maintain CLEC's facilities during the Term of this Agreement.

1.1.6.2 CLEC shall not use Qwest's property or permit CLEC's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC's Microwave Physical Collocation equipment. CLEC shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

1.1.6.3 To the extent Qwest performs any of the work pursuant to the quotes set forth above, Qwest shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. Qwest shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. Qwest shall require that all Contractors include CLEC as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work.

1.1.6.4 Notwithstanding any other provision of this Agreement, CLEC hereby acknowledges that Qwest may have other

Co-Providers with existing microwave physical collocation. Qwest may desire from time to time throughout the term of this Agreement to enter into agreements with other Co-Providers for the installation, operation and maintenance of communications facilities on or at Qwest's Property. CLEC shall cooperate with Qwest and all other Co-Providers so as to reasonably accommodate the needs and requirements of such other Co Providers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to Qwest's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, CLEC's facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other Co-Providers. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all other Co-Providers.

1.1.6.5 If a third or more Co-Providers elect to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

1.1.6.6 In the event CLEC desires to relocate any of its then-existing Microwave Physical Collocation facilities to a different place on the relevant Qwest Central Office rooftop, CLEC shall submit a written request to Qwest specifying the new location CLEC proposes to occupy. Qwest shall, within thirty (30) days, approve such relocation or describe, in writing, why such relocation is not technically feasible.

1.1.6.7 CLEC is responsible for providing cable from the radio frequency (RF) equipment to the collocation cage. Qwest will provide to CLEC a quote to core and pull the cable.

1.1.7 Qwest Responsibilities:

1.1.7.1 Escorted access will also be provided as necessary by Qwest at CLEC's expense, as described below. Qwest or its designated subcontractors shall perform all necessary work outside of the Microwave Physical Collocation arrangement (including work associated with grounding, power and building modifications) unless otherwise agreed to by the Parties.

- 1.1.7.2 Qwest reserves the right to reasonably object to any part of quotes received by CLEC or work performed by CLEC or Qwest-approved subcontractors on the grounds of quality of work, performance specifications, or scheduling, and to either select another contractor or provide a quote within a reasonable amount of time to CLEC to perform the work itself, provided that in either event CLEC shall not be adversely affected.
- 1.1.7.3 Qwest will manage roof space on a first-come/first-served basis. Qwest will work cooperatively with CLEC in determining suitable space for CLEC equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to above, CLEC is guaranteed a clear line of sight from the antenna mount and the edge of Qwest's roof line. If Qwest requires a building enhancement/modification or through the placement of additional equipment obstructs CLEC's existing line of sight, Qwest will work with CLEC to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by Qwest.
- 1.1.7.4 Qwest will not generally provide power or environmental support to the roof space. If Qwest agrees in response to a specific request by CLEC to provide power or environmental support to the roof space, CLEC will bear all associated costs as specified by Qwest to provide such services.
- 1.1.8 Written Assessment. This shall include:
- 1.1.8.1 A statement of technical feasibility, including information on line of sight and any obstructions;
- 1.1.8.2 Preliminary construction drawings that show the relevant roof plan, elevations as necessary, and support structure detail; and
- 1.1.8.3 Electrical drawings.
- 1.1.9 Qwest Quotes: The Quote shall set forth separate itemized charges for the following work:
- 1.1.9.1 Architectural Plan Review:
- This shall be the sum of hourly charges of Qwest Architects necessary to review the plans. Qwest shall not charge in excess of two hours for such review of draft(s),

unless Qwest demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

1.1.9.2 Permitting Review:

This shall be the sum of the hourly charges of Qwest Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Qwest shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Qwest shall have the right to be represented at all hearings in connection with governmental approvals.

1.1.9.3 Exterior (and Related Interior) Building Modification Work:

Qwest will include a quote for Qwest to perform coring within the Central Office, roof strengthening or any other exterior building modification that may be required.

1.1.9.4 Supervision of General Contractor:

This shall be the sum of the hourly charges of any Qwest Real Estate Building Specialists or Project Managers who monitor the installation performed by CLEC's contractor. All necessary monitoring and related activity undertaken by Qwest employees shall not exceed a total of two (2) hours per day of construction unless Qwest demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

1.1.9.5 Special Security Construction:

If Qwest demonstrates that new secure access to the Microwave Physical Collocation location is reasonably necessary, or if CLEC desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by Qwest to CLEC.

1.1.10 Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis as set forth in Attachment 3, Appendix A of this Agreement. CLEC is limited to the placement of two microwave antenna(e) within its space, each with a limit of 30 inches in diameter and a height limitation of 20 feet above the building or point of attachment, subject to line-of-sight and structural engineering guidelines. At no time

shall an antenna(e) be directed across open roof space without approval of Qwest which shall not be unreasonably withheld. Requests for larger or additional equipment, including antenna(e) will be handled on an individual case basis (ICB).

The Commencement Date for payment of the Space Rental Fee shall be the date the space is approved and turned over to CLEC for use.

Qwest agrees to provide notice to CLEC when Qwest files for approval with the appropriate state commission for the roof space rental charges. Qwest will provide notice to CLEC within five business days of the date of the filing to the appropriate state commission.

1.1.11 Escorted Access:

When necessary, Qwest will provide escorted access to space on the roof based on the hourly rates set forth in Attachment 3, Appendix A of this Agreement. The level of the Qwest personnel assigned to escort CLEC shall be commensurate with CLEC's needs.

1.1.12 Equipment and Testing:

CLEC shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) required for the Microwave Physical Collocation. CLEC shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

1.1.13 Use Permits:

CLEC shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. CLEC shall regularly apprise Qwest of the status of such permitting and consult with Qwest as reasonably necessary.

Qwest shall cooperate with CLEC, and CLEC shall pay Qwest the hourly rates for time reasonably necessary and actually spent by Qwest Real Estate or Project Managers on the permitting process. Qwest shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all UP hearings.

1.1.14 Schedule: Applicable only if CLEC performs installation, otherwise ICB.

The Initial Microwave Physical Collocation Method of Procedure (MOP) meeting between the Parties and the contractor(s) shall be held within ten (10) business days of the Start Date or receipt of all necessary permits, whichever is later. Installation of the Microwave Physical Collocation will be complete within and in parallel with the standard 90 day physical collocation interval for completion of physical collocation space, provided

(1) CLEC has delivered all the necessary microwave and related equipment to the Central Office prior to or on the date requested by the contractor; (2) all necessary permits have been issued, (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow) (4) there are no concurrent Qwest projects, under way or planned that interfere with the completion of CLEC's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no Acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting the Parties shall review and approve the hand-off of the Microwave Physical Collocation.

1.1.15 No Property Right Conferred:

Notwithstanding anything contained herein to the contrary, Microwave Physical Collocation shall not confer or be deemed to confer any property interest or right in Qwest's property, and CLEC hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of Qwest's property solely for the purposes set forth herein. A limit of two (2) CLEC Microwave Physical Collocation arrangements per Central Office will be permitted unless otherwise agreed by the Parties. Title to CLEC's Microwave Physical Collocation equipment shall remain in CLEC as the property of CLEC and shall not become fixtures to Qwest's property.

1.1.16 Upon the expiration or termination of this Agreement, CLEC shall surrender the Microwave Physical Collocation space to Qwest in its original condition and in good order and repair, less ordinary wear and tear. CLEC, at its expense, to Qwest's reasonable satisfaction, shall repair any and all damages caused by removal of CLEC's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event CLEC fails to remove its Microwave equipment, CLEC shall be liable to Qwest for all costs of removal, restoration of the property, storage, and transportation to CLEC of such Microwave equipment incurred by Qwest.

1.1.17 CLEC's Insurance Obligations. This subsection is intentionally left blank.

1.1.18 CLEC is limited to placement of two microwave antenna(e) within the designated space. CLEC may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from Qwest, which will not be unreasonably withheld. Qwest shall respond to any requests within a reasonable timeframe not to exceed thirty (30) calendar days. "Major Alterations" shall include (i) additional construction by CLEC of support equipment within its rooftop space, (ii) addition of mounted equipment not expressly contemplated by the Microwave Physical Collocation Application relating to such rooftop space and microwave transmission facilities, and (iii) any modification to the rooftop space. "Major Alterations" shall not include

(i) replacement of mounted equipment with like-sized or smaller mounted equipment or similar functionality, (ii) addition of mounted equipment expressly contemplated by the Microwave Physical Collocation Application relating to such rooftop space and microwave transmission facilities and (iii) routine repairs and maintenance to such microwave transmission facilities.

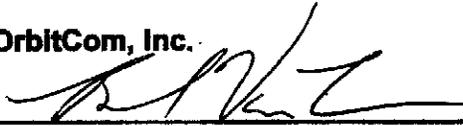
2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate Commission(s).

3. 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.

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.

OrbitCom, Inc.


Signature
Brad VanLear

Name Printed/Typed
President

Title
6/10/08

Date

Qwest Corporation


Signature
L.T. Christensen

Name Printed/Typed
Director- Interconnection Agreements

Title
6/18/08

Date

**APPENDIX A
OREGON RATES**

**Attachment 1
Microwave Physical Collocation Rate Element
Definitions and Conditions**

RATE DEFINITION

Non-recurring charges - Relating to Microwave Roof Equipment

1. Microwave Preparation Fees
Architectural Plan Review
Permit Review
General Contractor Supervision
2. Coring/Cable Pull
Electrical and Building modification work for coring
Weather Proofing
Pulling cable to collocation equipment
3. Roof Preparation (if applicable)
Engineering Study (To develop roof preparation alternatives /costs)
Cost for preparation of roof for installation (i.e. strengthening costs or other related costs)
4. Escort - charge for access to roof
Charge for access to Roof

Recurring charges

1. Roof Space Lease Charge
Monthly rate for leasing rooftop or other suitable exterior space on Qwest CO on a per square foot basis.

APPENDIX A

Attachment 2

Microwave Physical Collocation Application Attachment

1. Name/Address of Central Office(s)
2. Proposed Rooftop/Exterior Space Location of Microwave Equipment
3. Description of Microwave Equipment
4. Other

APPENDIX A

Attachment 3 Microwave Physical Collocation Rates

Non-recurring charges

- | | | |
|----|---|-------------------|
| 1. | Microwave Prep Fee | [ICB FOR EACH CO] |
| 2. | Coring/Cable Pull | [ICB FOR EACH CO] |
| 3. | Roof Preparation | [ICB FOR EACH CO] |
| 4. | Microwave Installation | [ICB FOR EACH CO] |
| 5. | Additional Charges (Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These costs along with the building modification costs will be pro-rated back to existing customers when new applicants are put into service.) | [BASED ON ICB] |

Monthly recurring rates

- | | | |
|----|--------------------------|-------------------------|
| 1. | Roof space - per sq. ft. | - Rent w/Maintenance |
| | Zone 1 | \$ 6.33 per square foot |
| | Zone 2 | \$ 6.33 per square foot |
| | Zone 3 | \$ 6.33 per square foot |