



RECEIVED
FILED
2005 AUG 12 PM 3:14



IDAHO PUBLIC UTILITIES COMMISSION
3 Triad Center, Suite 160
Salt Lake City, UT 84180
Phone: (801) 924-6360
Fax: (801) 924-6363

August 10, 2005

Mrs. Jean Jewell
Commission Secretary
IDAHO PUBLIC UTILITIES COMMISSION
472 West Washington Street
Boise, ID 83702

CTC-T-05-03

RE: Interconnection and Traffic interchange Agreement between Citizens Telecommunications Company of Idaho and Cricket Communications, Inc.

Dear Mrs. Jewell:

Citizens Telecommunications Company of Idaho ("CTC-Idaho") hereby submits for approval by the Idaho Public Utilities Commission ("Commission") the enclosed "Interconnection and Interchange Agreement" dated May 15, 2005 ("Agreement"), which provides for the interconnection of Leap Wireless/Cricket Communications, Inc. (Cricket) with CTC-Idaho. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252 (e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act") and the requirements of Idaho Administrative Code, 31.42.01, Rule 408.

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

CTC-Idaho respectfully submits that the Agreement provides no basis for either of these findings and, thus, requests that the Commission approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier because CTC-Idaho has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable Cricket to provide service to, and interconnect with, a greater number of telecommunications customers in Idaho. Expedient approval of this Agreement will facilitate immediate competition in the telecommunications market.

CTC-Idaho further requests that the Commission approve this Agreement without a hearing and without allowing the intervention of other parties. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a part of the negotiations. Expedient approval would further the public interest.

Enclosed are an original and two copies of this filing as specified in IDAPA 31.01.01(061)(01)(c). Also included is a copy of this letter. Please return the copy of this letter, date-stamped in the enclosed postage-paid envelope.

If you have any questions regarding this matter, please contact me at 801-924-6357 (voice), 801-924-6363 (fax) or ingo.henningsen@czn.com (e-mail).

Sincerely,

A handwritten signature in black ink, appearing to read "Ingo Henningsen". The signature is fluid and cursive, with the first name being more prominent.

Ingo Henningsen
Manager – State Government Affairs
Frontier, A Citizens Communications Company
4 Triad Center, Suite 200
Salt Lake City, UT 84180

cc: Julie Thompson, w/o Attachments

RECEIVED
FILED



Agreement Number: 05-CRICKET CTC IDAHO-000

2005 AUG 12 PM 3: 15

IDAHO PUBLIC
UTILITIES COMMISSION

ctc-t-05-03

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
FOR COMMERCIAL MOBILE RADIO SERVICES**

Between

Citizens Telecommunications Company of Idaho

and

Cricket Communications, Inc.

Dated: May 15, 2005

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
COMMERCIAL MOBILE RADIO SERVICES**

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS	1
SECTION 2. INTERCONNECTION	3
SECTION 3. USE OF FACILITIES AND SERVICES	5
SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS	6
SECTION 5. BILLING & PAYMENTS	8
SECTION 6. ALLOWANCE FOR INTERRUPTIONS	10
SECTION 7. AUDIT	10
SECTION 8. TERM AND TERMINATION OF AGREEMENT	10
SECTION 9. CONFIDENTIALITY AND PUBLICITY	11
SECTION 10. LIABILITY AND INDEMNITY	13
SECTION 11. INTELLECTUAL PROPERTY	13
SECTION 12. DISCLAIMER OF WARRANTIES	14
SECTION 13. RECORD RETENTION	14
SECTION 14. AMENDMENTS; WAIVERS	14
SECTION 15. NOTICES AND DEMANDS	15
SECTION 16. ASSIGNMENT	15
SECTION 17. ESCALATION DISPUTE RESOLUTION AND MEDIATION	16
SECTION 18. ENTIRE AGREEMENT	16
SECTION 19. GOVERNING LAW	16
SECTION 20. EXECUTED IN COUNTERPARTS	16
SECTION 21. HEADINGS	17
SECTION 22. FORCE MAJEURE	17
SECTION 23. REGULATORY APPROVALS	17
SECTION 24. SEVERABILITY	17
SECTION 25. CONDITIONS TO INDEMNIFICATION	17
SECTION 26. NO JOINT VENTURE	17
SECTION 27. REMEDIES	17
SECTION 28. PRONOUNS	18
SECTION 29. FURTHER ASSURANCES	18

ATTACHMENT 1 - CONTACT LIST

SERVICE ATTACHMENT

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
COMMERCIAL MOBILE RADIO SERVICES**

THIS AGREEMENT is made this 15th day of May, 2005 by and between Citizens Telecommunications Company of Idaho, a Delaware corporation, with offices at 180 S. Clinton Avenue, Rochester, NY 14646 (referred to as "Frontier"), and Cricket Communications, Inc. a Delaware corporation, having its principal place of business at 110307 Pacific Center Court, San Diego, CA 92121, and all of its subsidiaries that are (i) consolidated with Cricket Communications, Inc. for financial reporting purposes, (ii) licensed by the Federal Communications Commission to provide wireless radio (hereinafter "CRICKET"); CRICKET and Frontier may also be referred to herein collectively as the "Parties" and singularly as "Party".

WITNESSETH:

Frontier is an authorized telecommunications carrier engaged in providing 2-way Telecommunications Service in Idaho; and

CRICKET is an authorized telecommunications carrier by radio engaged in providing Commercial Mobile Radio Service in Idaho; and

Frontier and CRICKET desire to interconnect their facilities and interchange traffic for the provision of Telecommunications Service pursuant to 47 U.S.C. Section 251(a) (2);

In consideration of their mutual agreements, Frontier and CRICKET agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Access Tandem -- Frontier' switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to End Offices in the access area.

Act -- The Communications Act of 1934, 47 U.S.C. 151 et seq., as amended by the Telecommunications Act of 1996.

Commercial Mobile Radio Service ("CMRS") -- Telecommunications common carrier authorized by the Federal Communications Commission ("FCC") under FCC rules Part 22 (47 CFR Part 22), Part 24 (47 CFR Part 24), and Part 90 (47 CFR Part 90) which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

Commission -- Means the governing state regulatory commission, board or authority of the state in which this agreement is filed.

End Office -- The Frontier central office trunking/switching entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

ISP Remand Order - means the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68 and the regulations promulgated thereunder.

Land to Mobile - Calls from landline customers to CRICKET's system.

Local Traffic -- means traffic exchanged between Frontier and CRICKET within a local calling area. The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system of CRICKET and interchanged with Frontier for

delivery in Frontier' exchange areas in the same MTA. Frontier' local calling areas, as defined by state regulatory authorities, will be used to define the local calling area for all telecommunications traffic originated on the system of Frontier and interchanged with CRICKET. These definitions of "local calling area" will not be deemed to affect the rights of either Party to bill its own end-users its own charges for any such call, nor its right to reciprocal compensation, as defined in Section 51.701 of the FCC's Rules.

Major Trading Area ("MTA") -- is defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39, with the exceptions contained in Section 24.202(a) of the Rules of the Federal Communications Commission.

Mobile to Land -- Calls from CRICKET's customers to landline customers. .

Mobile Switching Center ("MSC") -- The Mobile Switching Center used by CRICKET in performing originating and terminating functions for calls interchanged between CRICKET's customer and the Public Switched Telephone Network.

Point of Interconnection ("POI") -- Point of Interconnection means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

Public Switched Telephone Network ("PSTN") -- A telephone network that is available for public use.

Service Area -- Service Area is defined as the geographic area in which CRICKET or Citizen's is authorized by the FCC to provide services.

Telecommunications Service(s) -- Are those services that are defined in the Telecommunications Act of 1996.

Transit Service -- Is the delivery of traffic between a Party (Transiting Party) and a third party ILEC, CLEC or CMRS provider via facilities provided by the other Party (Transited Party) where Telecommunications Service(s) trunks exist between the Transiting Party and the third party through the Transited Party's tandem or switch. The following traffic types will be delivered where the Transited Party carries such traffic: (i) Local Traffic or IntraLATA Toll (if applicable) originated from the Transiting Party and delivered to the third party for termination and (ii) Local Traffic or IntraLATA Toll traffic (if applicable) originated from the third party and delivered to the Transiting Party for termination.

Type 1 Interconnection ("Type 1") -- The connection between CRICKET's system and a Frontier End Office. Type 1 Interconnection provide the same access that is available to Frontier end-users, e.g., access to Frontier' directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (e.g., 800, 900), interexchange carrier codes (e.g., 950, 10XXX), and international calling. (This is only for states where we currently have existing Type 1 Arrangements with CRICKET)

Type 2A Interconnection ("Type 2A") -- The connection between CRICKET's system and a Frontier Access Tandem switch. Type 2A Interconnection provides connectivity to all Frontier' End Offices subtending the Access Tandem.

Type 2B Interconnection ("Type 2B") -- A Type 2B Interconnection is a high usage connection between CRICKET's MSC and the Citizen's End Office only. Frontier will not complete any call to customers not served by the specified Frontier' End Office for Type 2B and will not originate any calls from customers not served by the Frontier End Office. Type 2B also provides connection between CRICKET's system and a Frontier' End Office subtending a non Frontier' tandem. Type 2B interconnection must be at a Frontier Host switch and includes subtending remote switches.

SECTION 2. INTERCONNECTION

- 2.1 Subject to the applicable FCC rules and regulations, each Party will provide to the other Party, upon request, those facilities and arrangements described herein and in the Attachments hereto to establish the physical interconnection and interchange of traffic provided for herein and such other facilities a Party may require and request for operation of its system. This agreement is limited to the interconnection exchange of traffic in the state of Idaho.
- 2.2 All interchanged traffic will be handled only over interconnecting facilities as described herein.
- 2.2.1. The types of direct interconnections offered under this Agreement will be designated as Type 1, Type 2A, and Type 2B, as defined in Section 1.
- 2.3 In the event traffic is exchanged indirectly with CRICKET, either Party's traffic may be transited through one or more intermediaries for interconnection with the other Party's system before reaching Frontier's End Office or CRICKET's MSC. Indirect traffic will be subject to Reciprocal Compensation described in Section 4, Charges for Facilities and Arrangements.
- 2.3.1 In the event traffic volumes exceed a DS1 level (512 centum call seconds or CCS) when measured at the busy hour at least fifteen (15) times per month over a three (3) month period, the Parties will jointly work to establish one or more direct interconnection(s) pursuant to this Section 2.
- 2.3.2 If CRICKET provides service using an NPA-NXX assigned solely to a rate center, where Frontier provides EAS or a Commission approved optional calling plan, and CRICKET chooses to indirectly interconnect by using the tandem switching facilities of a third party, each Party shall reciprocally terminate on its network traffic originating from the other Party's network, provided that the Parties have agreed on measurement and/or compensation arrangements pursuant to Section 4, Charges for Facilities and Arrangements.
- 2.4 CRICKET may request activation/addition of new Points of Interconnection at any technically feasible point on Frontier network under the terms and conditions of this Agreement at any time during the term by submitting a Service Request Form to the Interconnection Manager listed in Section 15, Notices and Demands and by submitting an industry standard Access Service Request ("ASR") to Frontier ICSC. Frontier will provide an amended Service Attachment to reflect activation or addition of new Points of Interconnection for each Party's reference. The Parties agree that they will not amend the Agreement each time a new Service Request Form is completed.
- 2.5 Signaling Systems and Administration
- 2.5.1 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 ("SS7") and GR-905, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network ("ISDN") including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. The use of SS7 signaling allows for measurement of land to mobile and mobile to land traffic. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and CRICKET will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

- 2.6 The terms and conditions of this Agreement will prevail over and supersede any other conflicting rates, terms and conditions contained on CRICKET's Access Service Request ("ASR") for services provided under this Agreement.
- 2.7 At CRICKET's request, Frontier and CRICKET will physically interconnect their facilities at each other's central office, MSC or another mutually agreed to POI(s) within Frontier exchange boundary, and interchange traffic originating and/or terminating on CRICKET's system in connection with CRICKET's authorized services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.
- 2.8 Sizing and Structure of Interconnection Facilities
- 2.8.1 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.
- 2.8.2 The electrical interface at the POI will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking at their end and CRICKET will provide any DS1 multiplexing required for facilities or trunking at their end. Frontier will charge DS3/DS1 multiplexing charges according to Frontier FCC #1 Tariff.
- 2.9 Frontier and CRICKET will engineer all trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.
- 2.10. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for CRICKET's, or Frontier's internal customer demand.
- 2.11 Trunk Forecasting
- 2.11.1 The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Each Party will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request. Frontier preference is a semi-annual forecast covering the following twenty-four (24) month period.
- 2.12 Grade of Service
- 2.12.1 Each Party will provision their network to provide a P.01 grade of service.
- 2.12.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").
- 2.12.3 Each Party will advise the other of any critical nature of the interoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a

Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party will use its best efforts to expedite the clearance of trouble.

SECTION 3. USE OF FACILITIES AND SERVICES

- 3.1 The interconnecting facilities will be used only for the handling of interchanged traffic originating or terminating on CRICKET's system in connection with CRICKET's authorized services. Such facilities may, however, be used in conjunction with either Parties provisioning of transit service as provided in Section 2.3 of this Agreement. This Agreement is applicable only to Frontier's local serving areas, within CRICKET's MTA, Frontier will not be responsible for interconnections or contracts relating to CRICKET's interconnection with any other LEC.
- 3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by CRICKET for the provision of through calling from a landline telephone to another landline telephone or from a landline telephone to an Internet Service Provider. The only exception is when CRICKET's end-user "call forwards" to a landline telephone.
- 3.3 Connecting circuits, facilities and arrangements provided to CRICKET by Frontier will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.
- 3.4 When needed and upon request by CRICKET, special construction will be undertaken in accordance with the applicable Frontier Special Access tariff or as mutually negotiated by the Parties.
- 3.5 Any other provision of this Agreement notwithstanding, Frontier will recognize, deliver traffic to, accept traffic from, and otherwise honor the validity of any NXX assigned to CRICKET by a third party in accordance with 47 USC Section 251(e) (or related FCC or state number administration rules).
- 3.6 Network Harm
 - 3.6.1 Neither Party will use any service related to or use any of the services provided in this Agreement in any manner that interferes with either Party's customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:
 - (a) Promptly notify the other Party of such temporary discontinuance or refusal;
 - (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 3.7 Frontier and CRICKET each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance and specifically with Section 3.10.1.

- 3.8 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair service over any facilities of either Party, its Affiliates, or its connecting and concurring carriers involved in its services, cause damage to their plant, invade the privacy of any communications carried over either Party's facilities or create hazards to the employees of any of them or to the public.
- 3.9 Each Party will be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures.. The Parties agree to work together to ensure changes in the network are required and alternatives have been reviewed prior to requesting redesign or rearrangement of service.
- 3.10 Customers of CRICKET will be instructed to report all cases of trouble to CRICKET. In order to facilitate trouble reporting and to coordinate the repair of service provided to CRICKET by Frontier under this Agreement, "Frontier 24-Hour Repair Center" will provide 24-hour trouble reporting for CRICKET. The Repair Center contact information is provided in Attachment 1 of this Agreement.
- 3.10.1 Where new facilities, services and arrangements are installed, Frontier, via the contact provided on the Firm Order Commitment ("FOC"), will ensure that continuity has been established and tested and that appropriate transmission measurements have been made before advising CRICKET that the new circuit is ready for service.
- 3.10.2 Before either Party reports a trouble condition, it will use its commercially reasonable efforts to isolate the trouble to the other Parties facilities. Either Party will be billed a reasonable Time & Material charge for a trouble report that is isolated to its own facilities.
- 3.10.3 In cases where a trouble condition adversely affects CRICKET's service, Frontier will give CRICKET the same priority extended to itself and other telephone companies.
- 3.10.4 Frontier and CRICKET will cooperate in isolating the trouble.
- 3.11 Trunking arrangements shall be established as follows:
- 3.11.1 Separate trunk groups for the exchange of Local Traffic.
- 3.11.2 Separate trunk groups to be used solely for the transmission and routing of exchange access services to enable interexchange carriers to originate and terminate traffic from/to CRICKET.
- 3.11.3 Separate trunk group to be used solely for the transmission and routing of transit traffic originating from CRICKET and terminating to a third party.
- 3.11.4 Where applicable, separate trunks connecting CRICKET's switch to Frontier E911 routers. If CRICKET purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from CRICKET, it is the responsibility of CRICKET and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from CRICKET will be processed.

SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

4.1 Reciprocal Compensation Charges. This form of reciprocal compensation is a usage- sensitive charging method in which each Party will assess the other usage-sensitive charges for the termination of traffic on each other's system. Reciprocal Compensation Charges are assessed on a per conversation minute basis (call party answer to call party disconnect).

4.1.1 Conversation minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of conversation minutes are rounded up monthly to the nearest whole minute for total minutes for each End Office for billing purposes.

4.1.2 When the Parties have directly interconnected their facilities, or when traffic between the Parties is terminated indirectly, either Party may utilize its own systems or the records from a third party, including CRICKET, to calculate traffic terminated to its network. In the event either Party is unable to determine the amount of Mobile-to-Land or Land-to-Mobile traffic terminated in a specific End Office(s) or Tandem, the Parties agree to either 1) utilize a three (3) month average usage, if available, from previous records to bill for reciprocal compensation for traffic terminated in the applicable End Office(s) or Tandem or 2) apply a traffic factor to the volume of Land-to-Mobile traffic CRICKET terminates from Frontier to calculate the Mobile-to-Land traffic Frontier terminates from CRICKET.

4.1.2.a CRICKET shall assume 70% ownership of the traffic exchanged between the Parties and Frontier shall assume 30% ownership of the traffic exchanged between the Parties.

4.1.2.b In the event the Local Traffic terminated on the Parties' respective networks is de minimis such that the total minutes for which either Party is entitled to compensation is less than 15,000 minutes of use for a three (3) month period (or 5,000 minutes of use for a one (1) month period if Frontier or CRICKET bills monthly), the Parties agree that the only compensation for such Local Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party (i.e. Bill and Keep).

4.2 Usage Sensitive Charges

4.2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The Land-to-Mobile originating rate is limited to calls that originate in the Frontier local calling area. The Mobile-to-Land terminating rate is limited to IntraMTA calls that terminate at a point within a Frontier Exchange Area in CRICKET's Service Area. All other traffic is subject to access rates.

4.2.2	Mobile-to-Land per minute	\$0.011
	Land-to-Mobile per minute	\$0.011
	Transit Rate	\$0.0061854
	Inter-MTA	Access rates apply
	Indirect Rate for Traffic Termination	\$0.011

4.3 Reciprocal Transport Charges. Each Party is solely responsible for the provision of transport facilities necessary for the carriage of interchanged traffic between its POI and points within its own network and for all costs of delivering traffic to its POI; provided, however, that Frontier shall have no responsibility for delivering traffic to a POI located at any point outside of a Frontier local exchange area as defined by the state regulatory bodies.

4.4 For the purpose of this Agreement, the Parties, when the necessary facilities are deployed, agree to utilize industry standard technical arrangements including SS7 Signaling as stated in Section

2.5 enabling each Party to provide the other Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.

4.4.1 If Frontier is requested to provide facilities between the POI and any CRICKET facilities at locations within Frontier's Service Area, such facilities will be provided pursuant to the special access services' provisions of Frontier FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement. Up to two (2) times per year the Parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage.

4.4.2 Where CRICKET interconnects with Frontier by purchasing facilities from Frontier, and these facilities are used for two-way traffic, the applicable recurring charges for such facilities to CRICKET's POI on Frontier's System, may be reduced by the following fixed percentage. (For example, this situation will occur if the POI for Frontier to CRICKET traffic is at the boundary of Frontier territory and the POI for CRICKET to Frontier is at the Frontier's switch.)

4.4.2.a CRICKET shall pay 70% of the recurring and non-recurring two-way facility and Frontier will be responsible for 30% of the recurring and non-recurring two-way facility.

4.5 Each Party will charge and collect from the other Party appropriate federal, state and local taxes. Where a Party notifies the other Party and provides appropriate documentation that such Party qualifies for partial or full exemption, then the billing Party will not collect such taxes from the other Party.

4.6 The Parties shall act in accordance with the FCC's orders and regulations for inter-carrier compensation relating to Internet Traffic including the ISP Remand Order. In the event Frontier elects to exchange ISP-bound Traffic with any local exchange carrier in the State subject to the interim compensation rates set forth in the ISP Remand Order (or any such lower rates for Transport and Termination of ISP-bound Traffic or bill-and-keep if ordered by the Commission), then Frontier agrees to provide written notice to CRICKET of any such election and to comply with the applicable requirements of the ISP Remand Order.

4.7 In the absence of an agreement between CRICKET, Frontier and other local exchange carriers in the MTA in which CRICKET's system is located, Frontier has no obligation to deliver calls in the Mobile-To-Land Direction to points in the MTA in which CRICKET's system is located that are beyond Frontier's local exchange areas, at rates set forth in this Section 4 of this Agreement.

4.8 The Parties shall compensate each other for Transit Service as follows:

4.8.1 The Transiting Party, when it originates the traffic, shall pay to the Transited Party a traffic termination charge as set forth in this Section 4.. Neither Party shall compensate the other for termination of any transit traffic that is originated by a third party.

SECTION 5. BILLING & PAYMENTS

5.1 In consideration of the services provided by Frontier under this Agreement, CRICKET shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by CRICKET under this Agreement, Frontier shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To CRICKET:

Cricket Communications, Inc.
Dan Graf, Director of Interconnection
10307 Pacific Center Court
San Diego, CA 92121
Telephone Number: (858) 882-9193
Facsimile Number: (858) 882-6070

To Frontier:

Frontier, ACitizens Communications Company
Attention: Jeff Wiebers - Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306
Telephone Number: (952) 435-1338

- 5.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due forty-five (45) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or legal holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or legal holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.
- 5.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
- 5.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay, when due, all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.
- 5.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

