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IDAHO PUBLIC
UTILITIES COMMISSION

November 27, 2000

MARY S. HOBSON
Direct Dial
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Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
472 W. Washington Street
Boise, Idaho 83720-0074

Re: **Case No.** QWE-T-00-20
Joint Application of Qwest Corporation, formerly U S WEST Communications, Inc., and CRICKET Communications, Inc. for Approval of a Type 2 Wireless Interconnection Agreement for the State of Idaho pursuant to 47 U.S.C. 252(e)

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and CRICKET Communications, Inc. are an original and seven (7) copies of the parties' Joint Application seeking approval of a Type 2 Wireless Interconnection Agreement for the State of Idaho. The parties respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Mary S. Hobson

Mary S. Hobson

Enclosures
cc: Denise Boucher (with pleading, without agreement)
Jorge Rosales (with pleading, without agreement)

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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST CORPORATION AND CRICKET COMMUNICATIONS, INC. FOR APPROVAL OF A TYPE 2 WIRELESS INTERCONNECTION AGREEMENT for the State of Idaho PURSUANT TO 47 U.S.C. §252(e)	CASE Nos. QWE-T-00-20

Qwest Corporation ("Qwest"), formerly U S WEST Communications, Inc., and CRICKET Communications, Inc. ("CRICKET") hereby jointly file this Application for Approval of a Type 2 Wireless Interconnection Agreement for the State of Idaho between Qwest and CRICKET, dated November 3, 2000 (the "Agreement"). A copy of the Agreement is submitted herewith.

The 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").

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

CRICKET and Qwest respectfully submit that the Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve the Agreement expeditiously. The Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of the Agreement will enable CRICKET to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

CRICKET and Qwest further request that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 21st day of November, 2000.

Qwest Corporation

Mary S. Hobson
Stoel Rives

and

Jorge Rosales
CRICKET Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of November, 2000, I served the foregoing JOINT APPLICATION OF QWEST CORPORATION and CRICKET COMMUNICATIONS, INC. FOR APPROVAL OF A TYPE 2 WIRELESS INTERCONNECTION AGREEMENT FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e) upon all parties of record in this matter by mailing a copy thereof properly addressed, with postage prepaid as follows:

Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83720-0074

Jorge Rosales
CRICKET Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121

Mary S. Hobson
Stoel Rives LLP

Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation f/k/a U S WEST Communications, Inc.

And

CRICKET Communications, Inc.

For the State of Idaho

Agreement Number

CDS-001103-0033

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PART A - GENERAL TERMS

This Type 2, two-way Wireless Interconnection Agreement is between Cricket Communication, Inc. ("Cricket"), a Delaware corporation and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest"), a Colorado corporation. Cricket is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Services provided by Qwest to Cricket under this Agreement are provided pursuant to Cricket's role as two-way CMRS provider of two-way traffic.

(A)1. SCOPE OF AGREEMENT

(A)1.1 Pursuant to this negotiated Type 2 Wireless Interconnection Agreement ("Agreement"), Cricket, a CMRS provider, and Qwest (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Idaho for purposes of offering Wireless to Wireline or Wireline to Wireless services. This Agreement includes terms, conditions, and prices for Wireless network Interconnection, access to Unbundled Network Elements, (UNEs), and ancillary network services. It will be submitted to the Idaho Public Utilities Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

(A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by Qwest. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Although that opinion is legally binding, many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Nothing in this Agreement shall be deemed an admission by Qwest or Cricket concerning the interpretation or effect of the Existing Rules or an admission by either Qwest or Cricket that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop either Qwest or Cricket from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and

all contracts adopting all or part of this Agreement pursuant to Section 252(I) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

(A)1.3 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide certain ancillary functions and additional features to Cricket, all for the sole purpose of providing Telecommunications Services. Such ancillary functions or additional features are available to Cricket at Cricket's sole discretion and there are no obligations, expressed, implied or otherwise upon Cricket to purchase such ancillary functions or additional features from Qwest. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 Interconnection and reciprocal compensation for the exchange of traffic between Qwest and Cricket for purposes of offering Telecommunications Services.

(A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

(A)1.5 Qwest may make services, functionalities and features available to Cricket under this Agreement consistent with the way they are available to other Wireless Service Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.

(A)1.6 This Agreement is structured in the following format:

Part A - General Terms
Part B - Reciprocal Traffic Exchange
Part C - Collocation
Part D - Unbundled Network Elements
Part E - Ancillary Services
Part F - Miscellaneous Provisions
Part G - Rates
Part H - Signature

(A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "WSP Questionnaire". This questionnaire will then be used to:

Determine geographical requirements

Identify Cricket Ids

Determine Qwest system requirements to support Cricket specific activity

Collect credit information

Obtain billing information

Create summary bills

Establish input and output requirements

Create and distribute Qwest and Cricket contact lists

Identify client hours and holidays

(A)2. DEFINITIONS

(A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for Telecommunications Carriers to request Interconnection, Access, and Private Line Services from Qwest. The ASR may be used in conjunction with a mechanized interface to order Wireless Type 2 Interconnection between Cricket and Qwest.

(A)2.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic, including phone to phone voice interexchange traffic that is transmitted over a carriers' packet switched network using protocols such as TCP/IP (see each Party's appropriate state and interstate access Tariffs).

(A)2.3 "Access Tandem" means a Qwest switching system that provides a concentration and distribution function for originating and terminating traffic between end offices and an IXC's location. In short, a type of Central Office Switch specifically designed to provide equal access for all IXCs in that area. The Access Tandem provides the IXC with access to more than one End Office Switch within the LATA. More than one Access Tandem may be needed to provide access to all end offices within a LATA.

(A)2.4 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

(A)2.5 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

(A)2.6 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

(A)2.7 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

(A)2.8 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.

(A)2.9 "Call Termination" - see "Termination."

(A)2.10 "Call Transport" - see "Tandem Switched Transport."

(A)2.11 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Bellcore Technical Pub. 77342.

(A)2.12 "Carrier" - see "Telecommunications Carrier."

(A)2.13 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(A)2.13.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks and

(A)2.13.2 ""Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems exchange access traffic, Toll/Access Tandems exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic. Access and Toll/Access Tandems functions are frequently combined in the same switch, and may be physically located in the same central office as a Local Tandem.

(A)2.14 "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of Cricket's transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four (4) Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.

(A)2.15 "Commercial Mobile Radio Service" or "CMRS" is a radio communication service carried on between mobile stations or receivers and land stations communications among themselves. CMRS includes both one-way and two-way radio communication services, which are available to the public and provided for profit.

(A)2.16 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

(A)2.17 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7 ("SS7"). For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.

(A)2.18 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when Cricket's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of Cricket's customer or the disconnection signal from the terminating End Office.

(A)2.19 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").

(A)2.20 "Customer" means a third-party that subscribes to Telecommunications Services provided by either of the Parties. For purposes of this Agreement, unless the context of this Agreement otherwise requires the terms, "end user", "Customer", and "subscriber" shall be interchangeable.

(A)2.21 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.

(A)2.21.1 "Digital Signal Level 0" or "DS0" is the 64 KBPS worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

(A)2.21.2 "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

(A)2.21.3 "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third-level of multiplexing.

(A)2.22 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".

(A)2.23 "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

(A)2.24 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

(A)2.25 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic originated by an end user of one Party and terminated to an end user of the other Party as defined in accordance with Qwest's then current EAS/Local serving areas, as determined by the state Commission. See also "Local Calling Area."

(A)2.26 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 MBPS digital signal).

(A)2.27 "Interconnect & Resale Resource Guide" is a Qwest document that includes the Service Interval Guide (SIG). The SIG contains the Qwest intervals for Wireless services available under this Agreement. It is available on Qwest's Web Site.

(A)2.28 "Interconnection" is as described in the Act and refers to the connection between Telecommunications Carrier's networks for the purpose of transmission and routing of Telephone Exchange Service.

(A)2.29"Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.

(A)2.30 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA Toll services.

(A)2.31 "InterLATA" describes telecommunications functions originating in one LATA and terminating in another.

(A)2.32 Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows Cricket to establish a virtual POC in a distant calling area.

(A)2.33 "InterMTA" describes telecommunications functions originating in one MTA and terminating in another.

(A)2.34 "IntraLATA" describes telecommunications functions originating and terminating in the same LATA.

(A)2.35 "IntraLATA Toll" (Exchange Access) is defined in accordance with Qwest's current intraLATA toll serving areas, as determined by the state Commission.

(A)2.36 "Jointly Provided Switched Access" refers to the provisioning, operation and billing of Switched Access to the IXC when two or more Carriers are involved in transmitting a call to or from an IXC, which is the toll provider for the call (i.e., the IXC either bills the end user or has a reverse billing arrangement with another party to compensate it for the end user's toll charges). Standard industry guidelines, MECAB and MECOD, shall be followed in relation to this traffic.

(A)2.37 "Local Exchange Routing Guide" or "LERG" is the publication which contains routing information for NXX codes.

(A)2.38 "Local Access and Transport Area" or "LATA" denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

(A)2.39 "Local Calling Area" or "LCA" is a geographic area defined either by the MTA or the Qwest Extended Area Service (EAS) boundaries.

(A)2.39.1 "MTA/Local" means the geographic area defined by the MTA within which Cricket provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA. Traffic excluded from MTA/Local includes roaming traffic, as defined in the FCC First Report and Order 96-325 47CFR 51701 (b) (2), and Switched Access traffic.

(A)2.39.2 "EAS/Local" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest's Local and/or General Exchange Service tariff. LEC customers may complete a call without incurring toll charges. Traffic terminated by Qwest Customers within their EAS boundary is considered to be EAS/Local; Qwest Customers are billed toll charges for traffic terminated outside of their EAS boundary.

(A)2.40 "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the state Commission defined Wireline Local Calling Area for call completion.

(A)2.41 "Major Trading Area (MTA)" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

(A)2.42 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service provided by two (2) or more Co-Providers and/or WSPs, or by one (1) Co-Provider or one (1) WSP in two (2) or more states within a single LATA.

(A)2.43 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two (2) or more Carriers. It is published by Bellcore as Special Report SR-BDS-000983.

(A)2.44 "Mid-Span Meet" is a Point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

(A)2.45 "Mobile Switching Center" or "MSC" is a switch designed to provide Wireless service to a Wireless subscriber.

(A)2.46 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.

(A)2.47 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division multiplexing.

(A)2.48 "Network Access Channel" or "NAC" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as an Entrance Facility (EF).

(A)2.49 "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. Reciprocal Compensation does not apply to Non-Local Traffic. For traffic originated by Cricket, this includes InterMTA traffic and IntraMTA traffic delivered to Qwest via an IXC. For traffic delivered to Cricket, Non-Local

includes all traffic carried by an IXC, traffic destined for Cricket's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.

(A)2.50 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

(A)2.51 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

(A)2.52 "Operator Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest operator assisted traffic.

(A)2.53 "Party" means either Qwest or Cricket and "Parties" means Qwest and Cricket.

(A)2.54 "Point of Interface", or "Point of Interconnection" "POI" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network. The POI is the connection point(s) between Cricket and Qwest, the technical interfaces(s), test point(s), and point(s) for operational division of responsibility.

(A)2.55 "Port" means an access point on a central office switch or MSC, but does not include switch features.

(A)2.56 "Rate Center" means the specific geographic point and its corresponding geographic area, (associated with one (1) or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one (1) or more NPA-NXXs.

(A)2.57 "Rate Center Area" is the geographic area within which the LEC provides local basic exchange services for NPA-NXX designations associated with a particular Rate Center.

(A)2.58 "Reciprocal Compensation Credit" is defined as a monetary credit for two-way Wireline to Wireless traffic (except for Calling Party Pays) which is originated by a Qwest Wireline end user within the LATA, transported by Qwest, and terminates to Cricket's Wireless subscriber within the MTA/Local area. When more than two (2) carriers are involved in transporting a call, Reciprocal Compensation Credit does not apply.

(A)2.59 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

(A)2.60 "Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSP's and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.

(A)2.61 "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as Foreign Exchange (FX) or Foreign Central Office (FCO) service, be provided to Cricket.

(A)2.62 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.

(A)2.63 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

(A)2.64 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in Qwest's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

(A)2.65 "Tandem Switched Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating Party's End Office Switch that directly serves the called party; may also be called "Call Transport" or "Tandem Transmission."

(A)2.66 "Tandem Transmission" - see "Tandem Switched Transport."

(A)2.67 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules, catalogs and service agreements.

(A)2.68 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications

Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

(A)2.69 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(A)2.70 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

(A)2.71 "Termination" involves the terminating Party's End Office Switching and delivery of terminating traffic from that End Office Switch to the called party's location - may also be called "Call Termination."

(A)2.72 "TGSR" is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.

(A)2.73 "Toll/Access Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest toll traffic. This toll traffic includes all IntraLATA toll and land-to-mobile interLATA toll.

(A)2.74 "Transit Traffic" is traffic that originates from one Carrier's network, 'transits' another Carrier's network substantially unchanged, and terminates to yet another Carrier's network. For the purpose of this Agreement, transit excludes traffic scenarios where an IXC is the toll provider for the call. Those scenarios are covered under Jointly Provided Switched Access.

(A)2.75 "Transport" - see "Tandem Switched Transport."

(A)2.76 "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.

(A)2.77 "Trunk Utilization" means the utilization of Type 2 trunk facilities as a percent busy.

(A)2.78 Qwest's Web Site is http://www.uswest.com/com/customers/carrier.

(A)2.79 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for

purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

(A)2.80 "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).

(A)2.81 "Wireless Carrier Resource Guide" is a Qwest document that provides essential information needed for Crickets to request services available under this Agreement. It is available on Qwest's Web Site.

(A)2.82 "Wireless Service Provider" or "WSP" means a CMRS provider of local service.

(A)2.83 "Wireline" are telecommunications services provided by Qwest or other non-CMRS Telecommunications Carriers.

Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, the Parties do not necessarily intend to adopt the definition as set forth in said regulations.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

(A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.

(A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

(A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Party's network in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party written notice of such violation at the earliest practicable time.

(A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

(A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

(A)3.1.6 If either Party raises a bona fide claim for costs related to interconnection that are not addressed in this Agreement, it shall give written notice of such claim to the other Party, setting forth in detail a legal basis for the claim under the Act and the FCC's or Commission's Rules, and setting forth the amount of the claim, whereupon the Parties shall negotiate in good faith to modify this Agreement as necessary to comply with the Act and the FCC's of Commission's Rules.

(A)3.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall have a term of one year and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Co-Providers.

(A)3.2.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160 day notice period.

(A)3.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section (A)3.2.1, this Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

(A)3.3 Payment

(A)3.3.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.

(A)3.3.2 Qwest may discontinue processing orders for the failure of Cricket to make full payment for the services provided under this Agreement within thirty (30) days of the due date on Cricket's bill. Qwest will notify Cricket in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and Cricket's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the noncomplying Cricket without further notice. For order processing to resume, Cricket will be required to make full payment of all past and current charges. Any such payment shall not act as a waiver of Cricket's rights under Section (A)3.3.4.2. Additionally, Qwest may require a deposit (or additional deposit) from Cricket, pursuant to this section.

(A)3.3.3 Qwest may disconnect any and all services for failure by Cricket to make full payment for the services provided under this Agreement within sixty (60) days of the due date on Cricket's bill. Cricket will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify Cricket in writing at least ten (10) days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect Cricket's service(s) on the date specified in the ten (10) days notice, and Cricket's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the non-complying Cricket without further notice. For reconnection of service to occur, Cricket will be required to make full payment of all past and current charges. Any such payment shall not act as a waiver of Cricket's rights under Section (A)3.3.4.2. Additionally, Qwest will request a deposit (or additional deposit) from Cricket, pursuant to this section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.

(A)3.3.4 Should Cricket or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, Cricket and Qwest shall pay all undisputed amounts due. Both Cricket and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

(A)3.3.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of

the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

(A)3.3.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

(A)3.3.5 Qwest will determine Cricket's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If Cricket has not established satisfactory credit with Qwest according to the above provisions or Cricket is repeatedly delinquent in making its payments, or Cricket is being reconnected after a disconnection of service or discontinuance of the processing of orders by Qwest due to a previous nonpayment situation, Qwest will require a deposit to be held as security for the payment of charges before the orders from Cricket will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond if allowed by the applicable Commission rules, regulations or Tariffs, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

(A)3.3.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to Cricket's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by Cricket. The fact that a

deposit has been made does not relieve Cricket from any requirements of this Agreement.

(A)3.3.7 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

(A)3.3.8 Cricket agrees to inform end-user in writing of pending disconnection by Cricket to allow end user to make other arrangements for telecommunications services.

(A)3.4 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.5 Insurance

The Parties agree that this Section (Insurance) is deleted in its entirety, unless Cricket requests an Amendment for Collocation to this Agreement. In the event of a request for Collocation the Amendment will also require Qwest's current Insurance language that is in effect.

(A)3.6 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure

Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

(A)3.7 Limitation of Liability

(A)3.7.1 Each Party shall be liable to the other for direct damages to real or personal property or persons from any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

(A)3.7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

(A)3.7.3 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.

(A)3.7.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.

(A)3.7.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

(A)3.8 Indemnity

(A)3.8.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

(A)3.8.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered,

made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance under this Agreement, breach of applicable law, or for failure to perform under this Agreement, regardless of the form of action.

(A)3.8.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.8.1.3 If an end user of a Party (for purposes of this section, the "Providing Party") brings a claim against the other Party for invasion of privacy, libel, slander, or otherwise based on the content of a transmission, then the Providing Party shall indemnify, defend, and hold the other Party harmless from such claim; provided, however, that this obligation shall not require the Providing Party to indemnify the other Party for damages caused by the other Party's negligent acts, omissions, or willful misconduct.

(A)3.8.2 The indemnification provided herein shall be conditioned upon:

(A)3.8.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

(A)3.8.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.8.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

(A)3.9 Intellectual Property

(A)3.9.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

(A)3.9.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

(A)3.9.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other Party upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

(A)3.9.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.

(A)3.9.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated

with the other or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other or its affiliates, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services, or 4) with respect to its advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.

(A)3.9.6 Cricket acknowledges the value of the marks "Qwest" and "U S WEST" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the "Owner"). Cricket recognizes that nothing contained in this Agreement is intended as an assignment or grant to Cricket of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Cricket will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. Cricket will not adopt, use (other than as authorized herein), register or seek to register any marks anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

(A)3.9.7 Qwest acknowledges the value of the marks "Cricket" and "Cricket Communications" (the "Cricket Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Cricket or its parent corporation (the " Cricket Owners"). Qwest recognizes that nothing contained in this Agreement is intended as an assignment or grant to Qwest of any right, title or interest in or to Cricket Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use Cricket Marks and is not assignable. Qwest will do nothing inconsistent with Cricket Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Cricket Owners. Qwest will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Cricket Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Cricket Owners.

The Cricket Owners make no warranties regarding ownership of any rights in or the validity of the Cricket Marks.

(A)3.10 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(A)3.11 Assignment

(A)3.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if Cricket's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

(A)3.11.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of Cricket, or any sale, transfer, pledge or other disposition by Cricket of securities representing more than 50% of the securities entitled to vote in an election of Cricket's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by Cricket of substantially all of its assets, shall be deemed a transfer of control, but not a transfer or assignment of the Agreement within the meaning of (A) 3.11.1, above. If any entity, other than Cricket, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of Cricket has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

(A)3.12 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

(A)3.13 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

(A)3.14 Intentionally left blank for numbering consistency.

(A)3.15 Nondisclosure

(A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written

confirmation that the Party receiving the information understands that the material is Proprietary Information.

(A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one (1) copy for archival purposes.

(A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose, than the purposes for which it was disclosed, except upon such terms and conditions as may be agreed upon between the Parties in writing.

(A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

(A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

(A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or

(A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

(A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or

(A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the

requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

(A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

(A)3.15.6 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

(A)3.16 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

(A)3.17 Dispute Resolution

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other

proceedings without the written concurrence of both of the Parties.

(A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). Nothing in this Agreement shall be construed to waive or limit either Party's right to seek any relief from the Commission, or the Federal Communications Commission, or other applicable regulatory authorities or Federal Courts (including equitable or injunctive review), as provided by state or federal law.

(A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

(A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.

(A)3.17.6 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

(A)3.18 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

(A)3.19 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

(A)3.20 Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

(A)3.21 Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202
Tel: (303) 965-6044
Fax: (303) 965-4667

With copy to:
Qwest Legal Department
Attention: General Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attn: President
Tel: (858) 882-6122
Fax: (858) 882-6080

With copy to
Cricket Communications, Inc.
Attn: Vice President – Legal
10307 Pacific Center Court
San Diego, CA 92121

Each Party shall inform the other of any changes in the above addresses.

(A)3.22 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

(A)3.24 Referenced Documents

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Cricket practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, provided, however that it has been made available to Cricket, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of

each document incorporated by reference in such a technical reference, technical publication, Cricket practice, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

(A)3.25 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

(A)3.26 Amendment

Cricket and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

(A)3.27 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed original; but such counterparts shall together constitute one and the same instrument.

(A)3.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

(A)3.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and Cricket agree to take all action necessary to

keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

(A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

(A)3.32 Cooperation

The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Part E of this Agreement.

(A)3.33 Most Favored Nation

With regard to the availability of other Agreements, the Parties agree that the Provisions of Section 252(i) of the Act shall apply, including state, federal, Commission and court interpretive regulations and decisions in effect from time to time.

PART B - RECIPROCAL TRAFFIC EXCHANGE

(B)1. INTERCONNECTION FACILITY OPTIONS

(B)1.1 This Section describes the Interconnection of Qwest's network and Cricket's own network for the purpose of exchanging MTA/Local traffic. Qwest will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and Exchange Access traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of MTA/Local traffic; or end office switches to access tandem switches for the exchange of intraLATA toll or Jointly Provided Switched Access traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

(B)1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement between their networks. Cricket shall establish Type 2A Local trunk groups to the Qwest Local Tandems that serve each of the EAS/Local Calling Areas where Cricket provides service. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) Negotiated Mid-Span Meet POI; or (4)InterLCA Facility. Cricket shall establish a physical point of interconnection (POI) in each Qwest EAS/Local Calling Area in which Cricket has NXXs assigned.

(B)1.2.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility, where facilities exist. An entrance facility extends from the Qwest Serving Wire Center to Cricket's POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Part G. Qwest's Private Line Transport service is available as an alternative to entrance facilities. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.2 Collocation

Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement.

(B)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the Qwest Wire Center and Cricket's switch location. The Mid-Span Meet POI may not extend beyond the area served by the Qwest Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.4 InterLCA Facility

(B)1.2.4.1 Cricket may request Qwest-provided facilities to transport EAS/Local Traffic from a virtual POC in a Qwest EAS/LCA to a POC located in a distant EAS/LCA (a 'distant POC'). The Qwest-provided facilities interconnecting a Qwest EAS/LCA to a distant POC are Type 2 InterLCA Facilities.

(B)1.2.4.2 The actual origination of the InterLCA Facility shall be the Qwest Wire Center located in the EAS/LCA associated with Cricket's NXX. The Termination point is in the POC in the distant EAS/LCA.

(B)1.2.4.3 If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Part G.

(B)1.2.4.4 If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center of the distant POC is greater than twenty miles, the fixed and per-mile DTT rates shall apply to the first twenty miles in accordance with Part G, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

(B)1.2.4.5 The facilities connecting the distant POC to the Qwest Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.

(B)1.2.4.6. Cricket will be charged for the first twenty miles of the InterLCA Facility as specified in Part G, to reflect the portion of the InterLCA facility that is used by Qwest to transport Qwest-originated traffic to Cricket. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.

(B)1.2.4.7 The InterLCA facility may be utilized with a DS1 to DS0 multiplexer in the Qwest Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.

(B)1.2.4.8 In addition Cricket may choose to purchase a Private Line Transport Services DS3 from Qwest as a CFA on which the Type 2 InterLCA Facility would ride. Cricket will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Cricket chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.

(B)1.2.4.9 The InterLCA Facility cannot be used to access unbundled network elements.

(B)1.2.4.10 The InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a InterLCA Facility.

(B)2. RECIPROCAL TRAFFIC EXCHANGE

(B)2.1 Description

(B)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between Cricket's network and Qwest's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS carriers only in association with CMRS two-way services. Other interconnections are covered by separate contract or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. The Wireless Interconnection provided will not be used to terminate other types of traffic on Qwest's network, such as Wireline originated traffic.

(B)2.1.2 Depending upon Cricket's needs and the technical capability and location of Qwest switches, various Wireless Interconnections and service arrangements are possible. Each Wireless Interconnection service arrangement requires connection to the Qwest Local and Toll/Access Tandems in each LATA, which serve the EAS/Local area of Cricket's NPA/NXX, via Type 2A Local and Type 2A Toll Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.

(B)2.1.3 Wireless Type 2 Interconnections

(B)2.1.3.1 Type 2A Interconnections

(B)2.1.3.1.1 Type 2A Local

The Type 2A Local Interconnection connects Cricket's POI to a Qwest local tandem and exchanges traffic between Cricket and NXXs served by the end offices subtending the local tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use Interconnection arrangement.

(B)2.1.3.1.2 Type 2A Toll

The Type 2A Toll Interconnection connects Cricket's POI to a Qwest Toll/Access Tandem. A Toll/Access Tandem exchanges traffic between Cricket and End Offices other than those subtending the

associated Local Tandem, and delivers terminating Switched Access traffic from IXCs through Qwest to Cricket.

(B)2.1.3.1.3 Type 2A Equal Access Interconnection.

This direct final route trunk group is used for the delivery of Interexchange Carrier Switched Access Traffic. It is an Interconnection with inband signaling using Feature Group D signaling protocol between Cricket's POI and the access tandem serving the area in which the POI is located. The service enables Cricket's end users to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.

(B)2.1.3.2 Wireless Type 2B High Use Interconnections

The Type 2B High Use Interconnection is a direct, two-way trunk group Interconnection between Cricket's POI and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. Cricket's and Qwest's local traffic can be exchanged over this Interconnection. It can also provide routing of Cricket-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest end office switch. Cricket will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B High Use Interconnection.

(B)2.1.3.3 Wireless Type 2B Full Group Service

The Type 2B Full Group Service is a direct, two-way trunk group connection between Cricket POC and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office and not the entire EAS/Local Calling Area. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and Cricket's POC are accessible from this trunk group.

A Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available. These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to Cricket's NNX.

(B)2.1.3.4 Type 2D Interconnection

Type 2D Interconnection is a digital final route trunk group between a (WSP) Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e. Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the Qwest operator tandem); they are not available as one way in or for paging. Qwest offers only interim operator services signaling on Type 2D Interconnection.

(B)2.1.4 The traffic types to be exchanged under this Agreement include:

(B)2.1.4.1 MTA/Local Traffic as defined in this Agreement.

(B)2.1.4.2 Non-local (Inter-MTA) traffic as defined in this Agreement.

(B)2.1.4.3 Jointly provided Switched Access traffic as defined in Access Tariffs and referenced in this Section.

(B)2.1.4.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

Transit service is provided by Qwest to Cricket to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as a carrier, an existing LEC, or another wireless carrier), which is connected to a Qwest tandem.

(B)2.1.5 Ancillary traffic includes all traffic destined for ancillary services or that may have special billing requirements including, but not limited to the following:

(B)2.1.5.1 Directory Assistance

(B)2.1.5.2 911/E911

(B)2.1.5.3 Operator busy line interrupt and verify

(B)2.1.5.4 Toll Free Services.

Ancillary services are addressed in Part E of this Agreement.

(B)2.1.6 Toll Blocking Service

(B)2.1.6.1 Selective Class of Call Screening.

Selective Class of Call Screening restricts, by operator identification, outgoing toll calls to collect, third party billed, and credit card calls only. When available, and to the extent it is operational, it is available to Cricket on NXXs when traffic is originated from ancillary trunks.

(B)2.1.6.2 Billed Number Screening.

Billed Number Screening prevents the billing of incoming calls on a received collect or third number basis. It is available to Cricket on NXXs when traffic is sent via a Type 2A Local or Toll or a Type 2D trunk group to the Qwest operator tandem.

Cricket will provide the appropriate signaling as defined in Bellcore document GR-145-CORE. Any service having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

(B)2.2 Terms and Conditions

(B)2.2.1 Transport and Termination of Local Traffic.

(B)2.2.1.1 MTA/Local traffic will be exchanged as Type 2 Service.

(B)2.2.1.2 As negotiated between the Parties, the transport of MTA/Local traffic may occur in several ways:

(B)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network.

(B)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party that has leased the

Private Line Transport Service facility from Qwest. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination.

(B)2.2.1.3 Based on actual traffic at Cricket's busy hour in centum call seconds (ccs), either 15 occurrences per month or 8 occurrences per day where there is a DS1's worth of traffic (512 ccs) between Cricket's POI and a Qwest end office, Cricket will order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group from Cricket POI directly to the Qwest end office, which will overflow to an associated Type 2A local trunk group. To the extent that Cricket has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that Cricket shall provide two-way or one-way Type 2B direct trunk facilities, when required, from that end office to Cricket's POI. In all other cases, the direct facility may be provisioned by Qwest or Cricket or a third party. If both Cricket and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

Bellcore document GR-145–CORE, Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for Interconnection.

(B)2.2.2 Non-Local Traffic

Non-Local traffic will be exchanged over Type 2 facilities. However, Non-Local mobile to land usage will be rated using interstate tariffed Switched Access rates.

(B)2.2.3 Transit Traffic

(B)2.2.3.1 Qwest will accept traffic originated by Cricket for termination to a Cricket, existing LEC, or another Wireless carrier that is connected to Qwest's local and/or Toll/Access Tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to Cricket.

(B)2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the

appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

(B)2.2.3.3 The originating company is responsible for payment of appropriate usage charges to the transit company and to the terminating company.

In the case of intraLATA toll traffic, where Qwest is the designated intraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

When Qwest receives a call from Cricket to a number that has been ported to another local service provider, Qwest will consider such calls as transit traffic. This includes all Cricket originated calls regardless of who performed the query.

(B)2.2.4 Jointly Provided Switched Access:

When Parties choose to participate in Jointly Provided Switched Access they will agree to use industry standards developed to handle the joint provisioning and billing of Switched Access to Interexchange Carriers (MECAB, MECOD, and the Parties' FCC and State Access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to Cricket of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which Cricket directly connects. This type of traffic is discussed separately in this Section.

(B)2.2.5 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for Type 2 trunks, are the same as those defined in Bellcore Reference Documents GR-145-CORE and BR-795-403-100.

(B)2.2.6 Signaling Options.

(B)2.2.6.1 SS7 Out of Band Signaling.

SS7 Out of Band Signaling (SS7) should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. SS7 should be requested on the order for new Type 2 trunks. SS7 signaling may not be used on Type 2 Equal Access trunks.

Common Channel Signaling Access Capability (CCSAC) Links are available as Unbundled Network Elements (UNEs), as set forth in Part D, or may be ordered as a finished service from the Qwest FCC Tariff No.5, or may be ordered from a third party.

(B)2.2.6.2 Multifrequency Signaling.

Where SS7 signaling is not available or not technically feasible by both Parties, inband Multifrequency (MF) wink start signaling will be used. When the SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF signaling to SS7.

(B)2.2.6.3 Clear Channel Capability.

Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks.

(B)2.2.7 Measurement of terminating local Interconnection minutes begins when Cricket's MSC receives answer supervision from the called end user's end office. The measurement of terminating call usage over Type 2 trunks ends when Cricket's MSC receives disconnect supervision from either the called end user's end office, indicating the call has disconnected, or Cricket's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge Cricket for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.

Where feasible, Qwest will provide as a part of Cricket bill, recording and rating of mobile to land traffic exchanged over the Wireless Interconnection. If data necessary for billing is lost, Qwest will estimate usage based on the previous three (3) months' usage.

(B)2.2.8 Type 2 Forecasting -

(B)2.2.8.1 Parties will work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

(B)2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements.

The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for Type 2 trunking which impacts the switch capacity and facilities of each Party.

(B)2.2.8.3 Switch growth jobs are custom jobs with a minimum six (6) month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize Qwest standard forecast timelines as defined in the Qwest Type 2 Trunk Forecast Form.

(B)2.2.8.4 Each party will utilize the forecast cycle outlined on the Qwest Type 2 Trunk Forecast Forms which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two (2) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have two (2) months to determine network needs and place vendor orders which requires a six (6) month minimum to complete network build. Notwithstanding the foregoing, in the event that Qwest has the requested facilities in place, it shall use commercially reasonable efforts to make such trunks available as soon as commercially possible, and in the event that Qwest's vendors are able to supply their part of the facilities earlier than forecasted by Qwest, Qwest shall use commercially reasonable efforts to make such trunks available as soon as commercially available. After submission of the forecast, the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays.

(B)2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, use of direct vs. local tandem routing. See (B) 2.2.1.3.

(B)2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the dispute resolution process is completed, the lower forecast will be used.

(B)2.2.8.7 Joint planning meetings/calls will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

(B)2.2.8.8 In addition to the above information, Cricket shall provide:

Completed Qwest Type 2 Trunk Forecast Forms.

Any planned use of an alternate local tandem provider.

(B)2.2.8.9 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the Qwest Web site: http://www.uswest.com/cgi-bin/iconn/iconn.pl.

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

(B)2.2.8.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected TYPE 2 trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement.

(B)2.2.8.11 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g. ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's Web Site.

(B)2.2.8.12 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action and place orders against the forecasted trunk requirements.

(B)2.2.8.13 The Parties agree that the following terms apply to the forecasting process:

(B)2.2.8.13.1 Cricket forecasts shall be provided as detailed in the standard Qwest TYPE 2 Trunk Forecast Form.

(B)2.2.8.13.2 Forecasts shall be deemed Confidential Information.

(B)2.2.8.14 If a trunk group is consistently under sixty (60) percent of centum call seconds (ccs) capacity each month of any three (3) month period, Cricket will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Thirty (30) days after the written notification, Qwest may reclaim the facilities and charge Cricket a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than sixty (60) percent of ccs for any three (3) month period, Qwest has the right to refuse ASRs and/or cancel pending requests to augment those under utilized trunk groups until such time as the utilization on that group reaches the required sixty (60) percent level. When reclamation does occur, the trunk group shall not be left with less than twenty five (25) percent excess capacity.

(B)2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(B)2.2.8.16 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (F) of this Agreement. Qwest and Cricket may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate Cricket forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private

rights of way. Standard Qwest forecast timeframes will not apply under these circumstances.

(B)2.2.9 Trunking Requirements

(B)2.2.9.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

(B)2.2.9.2 Two-way trunk groups will be established wherever possible. Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems.

(B)2.2.9.3 The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(B)2.2.9.3.1 Type 2A Local - for the exchange of traffic that is originated by, or terminating to, a Wireline end user within the EAS/Local Calling Area.

(B)2.2.9.3.2 Type 2A Toll - for the exchange of traffic that is originated by, or terminating to, a wireline end user within the LATA, other than within the EAS/Local Calling Area. Type 2A Toll trunks also carry Switched Access traffic terminating from IXCs, through Qwest, to Cricket. Calls originating from Cricket to Directory Assistance may be routed over Type 2A Toll.

(B)2.2.9.3.3 Type 2 Equal Access - One-way mobile to land trunk group for Switched Access traffic originated by Cricket, through Qwest, terminating to the IXC.

(B)2.2.9.3.4 Type 2B - for the exchange of traffic to or from wireline end users served by a specific Qwest end office. Type

2B trunks are required when actual busy hour traffic exceeds 512 CCS. During peak busy hours, an associated Type 2A interconnection to the local tandem accepts overflow traffic from the 2B group.

(B)2.2.9.3.5 Type 2D - One-way mobile to land trunk group for traffic originated by Cricket to a Qwest Operator Tandem.

(B)2.2.9.3.6 Ancillary - One-way mobile to land trunk group for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card and Third Party Billed), toll free services, 911, interLATA toll services.

(B)2.2.9.4 Two-way trunks are offered only where technically feasible and where the Qwest switch can support the rating and billing of mobile to land traffic.

(B)2.2.9.5 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.

(B)2.2.9.6 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all EAS/Local trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Carriers and therefore, will provision trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

Qwest and Cricket are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and

timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

When the Parties interconnect via CCS for Jointly Provided Switched Access Service, Qwest will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

(B)2.2.9.7 Cricket shall terminate traffic to wireline EAS/Local end users exclusively on Local Tandems or End Office switches. This traffic shall not be terminated on Qwest's Toll/Access Tandems. In the complete absence of a Local Tandem, Type 2B trunk groups will be established directly between Cricket and Qwest End Office switches.

(B)2.2.9.8 Alternate Traffic Routing on Type 2B High Use

When Cricket has a Type 2B High Use arrangement in addition to its Type 2A Local trunk group which provides two paths to a Qwest End Office, the Parties will utilize alternate traffic routing. Traffic will be offered first to the Type 2B trunk group (also referred to as the "primary high" route) and then overflow to the Type 2A Local (also referred to as the "alternate final" route).

(B)2.2.10 Testing

(B)2.2.10.1 Acceptance Testing

At the time of installation of a Type 2 trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See Qwest's applicable Switched Access Tariff for the specifications.

(B)2.2.10.2 Testing Capabilities

(B)2.2.10.2.1 Terminating Type 2 testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105

type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(B)2.2.10.2.2 In addition to Type 2 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Tariff rates. Testing fees will be paid by Cricket when requesting the testing.

(B)2.2.11 Mileage Measurement

Where required, the mileage measurement for Type 2 is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No.4.

(B)2.3 Rate Elements

(B)2.3.1 Point of Interconnection

(B)2.3.1.1 Entrance Facilities

Recurring and nonrecurring rates for Entrance Facilities are specified in Part G of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.

If Cricket chooses to use an existing facility purchased as Qwest Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(B)2.3.2 Direct Trunked Transport

(B)2.3.2.1 Direct Trunked Transport is available as follows:

(B)2.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Qwest's tandem or end office switches. The applicable rates are described in Part G. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(B)2.3.2.1.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Qwest tandem or end office.

(B)2.3.2.1.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable and are defined for DTT in Part G of this Agreement.

(B)2.3.3 Multiplexing options (DS1/DS3 mux) are available at rates described in Part G.

(B)2.3.4 Facilities Credit

When Cricket leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to Cricket, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state specific charges by (2) a factor of 0.225 (twenty two and one half percent). This factor can be updated every six months subject to review and validation by Qwest, based on a three month study of actual usage of Qwest originated land to mobile traffic to total traffic exchanged between the Parties. This factor will be supplied to Qwest thirty (30) days prior to its effective date. If Cricket does not supply a new factor, the previous factor will remain in effect until the next update. This credit will be applied each month for the term of this agreement.

(B)2.3.4.2 The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

(B)2.3.4.3 Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by Cricket, at the rates specified in Part G.

EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	$ 10,000.00
Dedicated transport cost (fixed and per mile)	$ 1,250.00
Total facility cost ($10,000.00 + $1,250.00)	$ 11,250.00
Multiply total facility cost by .225	
Facilities Credit ($11,250.00 x .225)	$ 2,081.25

(B)2.3.5 MTA/Local Traffic

(B)2.3.5.1 End Office Call Termination

(B)2.3.5.1.1 The Parties agree that per minute of use call termination rates as described in Part G of this Agreement will apply reciprocally for the termination of MTA/Local traffic.

(B)2.3.5.1.2 For purposes of call termination, Cricket switch(es) shall be treated as End Office Switch(es)

(B)2.3.5.1.3 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(B)2.3.5.1.4 As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic, and that the FCC has determined that Internet traffic is primarily interstate in nature. The Parties further acknowledge that the FCC is considering whether a LEC is entitled to receive reciprocal compensation for traffic that it delivers

to an information service provider, particularly an Internet service provider (ISP) in CC Docket No. 99-68. Following a final decision regarding the treatment of such traffic by the FCC in CC No. 99-68 or related matter, the parties agree to amend this Agreement as it relates to compensation for termination of such traffic consistent with the FCC final decision and Section (A)1.2 of this Agreement. Until such amendment is reached and approved, the Parties agree to terminate such traffic delivered for termination by the other Party on a bill and keep basis (i.e., neither call termination charges or switched access charges shall apply)

(B)2.3.5.2 Tandem Switched Transport

(B)2.3.5.2.1 For traffic delivered to a Qwest Local or Toll/Access Tandem switch from Cricket, the tandem switching rate and the tandem transmission rate in Part G shall apply per minute in addition to the end office call termination rate described above.

(B)2.3.5.2.2 For traffic delivered to a Qwest Local or Toll/Access Tandem switch from Cricket, Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the Qwest tandem and the Qwest terminating end office. If actual mileage cannot be measured, an assumed four (4) miles will be used.

(B)2.3.5.2.3 When Cricket terminates traffic to a Qwest remote office, the mileage calculated for purposes of assessing Tandem Switched Transport charges will include the mileage between the Qwest host office and the Qwest remote office.

(B)2.3.5.2.4 When Qwest receives a call from Cricket to a number that has been ported to another Qwest central office

within the EAS/Local calling area, Transiting charges as specified in Part G will apply.

(B)2.3.6 Non-Local Traffic.

Applicable Qwest Switched Access Tariff rates apply to Non-Local traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an end office. Applicable Qwest Switched Access Tariff rates also apply to interMTA roaming traffic originated by, or terminating to, Qwest. Relevant rate elements could include Direct Trunked Transport, Tandem Switching, Tandem Transmission, and Local Switching, as appropriate.

(B)2.3.6.1 For billing purposes, if Cricket does not measure land to mobile traffic terminated to Cricket or either Party is unable to classify on an automated basis traffic delivered by Cricket as MTA/local or non-MTA/local, and, for non-MTA/local traffic, intrastate or interstate, Cricket will provide Qwest with a Percent MTA/Local Use (PMLU) factor, which represents the estimated portion of traffic mobile to land delivered by Cricket to Qwest (i.e. mobile to land). , Cricket will also provide a Percent InterMTA Use (PIMU) factor, which represents the estimated portion of InterMTA traffic and roaming traffic delivered by Cricket. The PMLU factor which will be initially set at .7 will be applied to calculate the Reciprocal Compensation credit as specified in Section (B)2.5.1. The PIMU factor will be multiplied by the measured Cricket originated mobile to land minutes to use (MOU). In lieu of reciprocal compensation Qwest will bill to Cricket interstate switched access tariff rates for these PIMU MOU. The PMLU and PIMU factors will be updated on a quarterly basis and take effect on January 1, April 1, July 1 and October 1 of each year of this Agreement unless otherwise agreed to by both Parties. Cricket will provide the PMLU and PIMU factors to Qwest thirty (30) days prior to their effective date.

(B)2.3.6.2 Cricket will declare, initially and on a quarterly basis, the percent of total traffic delivered by Cricket to Qwest, that represents InterMTA traffic.(PIMU shall mean Percent InterMTA Usage). If Cricket does not provide a PIMU declaration initially or quarterly, Qwest will use a default of the last declared PIMU. If no PIMU is declared then Qwest will use a PIMU of five (5) percent as a default.

Quarterly PIMU declaration is due by the 15th of the month in January, April, July, and October. The PIMU will be applied to bills issued during the following three (3) months.

Mail all PIMU declarations to:
Qwest Corporation
Wireless Billing Manager
250 Bell Plaza
Room 601
Salt Lake City, UT 84111

(B)2.3.6.3 For billing purposes, Qwest will use a Percent InterMTA Use (PIMU2) factor, which represents the estimated portion of total traffic delivered by Qwest to Cricket that is InterMTA traffic.

(B)2.3.6.4 If the reciprocal compensation credit method is utilized, the PIMU2 factor will be multiplied by the calculated Qwest originated land to mobile Minutes of Use (MOU). Qwest may bill Cricket for the resulting MOU at interstate switched access tariff rates.

(B)2.3.6.5 If Cricket is direct billing Qwest instead of using the reciprocal compensation credit method, the PIMU2 factor will be applied to the billed land to mobile minutes of use originated from Qwest's network and terminated to Cricket. No reciprocal compensation will be paid by Qwest to Cricket for such traffic. Qwest may bill Cricket interstate switched access tariffed rates for this traffic.

(B)2.3.6.6 Cricket will declare, initially and on a quarterly basis, the percent of total traffic, that represents InterMTA/Local traffic (PIMU2 means Percent InterMTA Usage). If Cricket does not provide a PIMU2 declaration initially or quarterly, Qwest will use a default of the last declared PIMU2. If no PIMU2 is declared then Qwest will use a PIMU2 of ten (10) percent as a default.

(B)2.3.7 Transit Traffic

(B)2.3.7.1 Transit Local: The applicable Type 2 transit rates for EAS/Local transit traffic, contained in Part G of this Agreement, apply to the originating WSP.

(B)2.3.7.2 Transit Toll: The applicable Type 2 transit rates for IntraLATA Toll transit traffic, contained in Part G of this Agreement apply to the originating WSP.

(B)2.3.7.3 When Qwest receives a call from Cricket to a number that has been ported to another local service provider, Qwest will consider such calls as transit traffic. This includes all Cricket originated traffic regardless of who performed the query. Transit rates, as set forth in Part G of this agreement, will apply for such calls.

(B)2.3.8 Miscellaneous Charges

(B)2.3.8.1 Cancellation charges will apply to Type 2 orders, which are cancelled, based upon rates, terms and conditions described in state Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.

(B)2.3.8.2 Expedites for Type 2 orders are allowed only on an exception basis with Qwest executive approval. When expedites are approved, expedite charges will apply to Type 2 orders based on rates, terms and conditions described in Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.

(B)2.3.8.3 Construction charges are described in Section (F) of this Agreement.

(B)2.3.8.4 The following charges/procedures will apply to Type 2 orders based upon rates, terms and conditions described in state tariffs governing Switched Access for Type 2 trunks, and Private Line Transport Services for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order:

Due Date Change

Design Change Charge

Additional Engineering

Overtime Installation

Additional Labor Standby

Additional Labor Testing and Maintenance

Maintenance of Service

Additional Cooperative Testing

Automatic Scheduled Testing

Cooperative Scheduled Testing

Manual Scheduled Testing

Nonscheduled Testing

Nonscheduled Cooperative Testing

Nonscheduled Manual Testing

Credit Allowance for Service Interruption (Switch Access)

Deposits, Advance Payments

Late Payment Charge

(B)2.4 Ordering

(B)2.4.1 When ordering Type 2 service, Cricket shall complete a Access Service Request (ASR) form which provides all information necessary to process an order.

(B)2.4.2 Cricket will provide the CLLI codes of the Qwest Tandem or End Office and Cricket POI, and the Two-Six Code to which each NXX will be routed.

(B)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.

(B)2.4.4 A joint planning meeting will precede Cricket orders for Type 2 interconnections at new Points of Connection (POIs) or Qwest tandem locations. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. When requesting a tandem interconnection, Cricket will provide its best estimate of the traffic distribution to each end office subtending the Qwest tandem.

(B)2.4.5 Cricket will order trunks to the Qwest Local and Toll/Access Tandems in each LATA which serve the EAS/Local area of Cricket NPA/NXX, via Type 2A Local and Type 2A Toll Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.

(B)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.

(B)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Interconnect & Resale Resource Guide, available on Qwest's Web Site.

(B)2.4.8 Cricket may cancel an order for Type 2 service at any time prior to notification by Qwest that service is available for Cricket's use, subject to cancellation charges described in State Access tariffs.. If Cricket is unable to accept Type 2 Service within 120 calendar days after the original service date, Cricket has the following options:

The order for Type 2 Service will be cancelled, and cancellation charges will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Cricket, will be the 121st calendar day beyond the original service date of the order for Type 2 Service.

(B)2.5 Billing for Qwest - Originated Traffic

Cricket may receive payment for Qwest originated traffic it terminates by either: (1) using Reciprocal Compensation Credits, or; (2) Billing Qwest directly, at the option of Cricket Communications. SS7 signaling is a prerequisite for direct billing. The Reciprocal Compensation Credits method will be the billing method used unless written notification is made to Qwest from Cricket indicating the election of direct billing. Cricket Communications shall notify Qwest in writing of its intent to direct bill at least ninety (90) days in advance, and both Parties shall agree on the format and content of the bill at least thirty (30) days prior to commencement of such billing. If Cricket cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits.

(B)2.5.1 Reciprocal Compensation Credit for Qwest - Originated Traffic

(B)2.5.1.1 Each Party will compensate the other for its traffic terminating to the other Party's end users. Cricket's rate for Qwest's Reciprocal Compensation Credit will be symmetrical to Qwest's Call Termination rate, as listed in Part G. Qwest will compensate Cricket for MTA/local two-way traffic originated from Qwest's end users within the LATA. Qwest will not compensate for paging traffic.

(B)2.5.1.2 The Reciprocal Compensation Credit shall be calculated as follows: Divide the total number of monthly Qwest measured MTA/Local Cricket minutes of use terminated on Qwest's network by the PLMU factor Initially set at 0.70 (seventy percent)])]. The total of the calculation will then be multiplied by a [0.225 (twenty two and one half percent)] factor , to arrive at the total Qwest MTA/Local minutes of use terminated on Cricket's network per month. This monthly total will be multiplied by the applicable Call Termination end office switching rate set forth in Part Gto obtain the Reciprocal Compensation Credit for the month.

The 0.225 factor can be updated every six months subject to review and validation by Qwest, based on a three month study of actual usage of Qwest originated land to mobile traffic to total traffic exchanged between the Parties. The 0.225 factor will be supplied to Qwest thirty (30) days prior to its effective date. If Cricket does not supply a new factor, the previous factor will remain in effect until the next update.

EXAMPLE OF RECIPROCAL CREDIT CALCULATION

Cricket minutes terminated to Qwest subscribers	10,000,000
Divide by .70 the PMLU factor to arrive at total minutes (10,000,000 /.70)	14,285,714
Multiply by .225 to arrive at Qwest minutes to Cricket	3,214,485.60
Multiply result by End Office Switching rate (.00298)	
Reciprocal Compensation Credit (2,642,857 x .00298)	$ 9,5780.57

Monthly Qwest measured MTA/Local Cricket minutes do not include: one-time charges, ancillary service charges, traffic from Cricket transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

(B)2.5.1.3 The Reciprocal Compensation Credit for the month will appear on each monthly bill to Cricket as a credit against

amounts due and payable. Reciprocal Compensation Credits will be applied one (1) month in arrears. Any minutes of use eligible for the Reciprocal Compensation Credit which are adjusted (debit or credit) will directly result in an adjustment in the Reciprocal Compensation Credit.

(B)2.5.2 Requirements for Direct Billing Qwest – Originated Traffic

Cricket may elect to direct bill Qwest. The following are the requirements for Cricket to render a bill for Qwest-originated traffic, to be illustrated in a sample bill mutually agreed upon at least thirty (30) days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.

(B)2.5.2.1 Invoices will comply with Billing Output Specifications (BOS).

(B)2.5.2.2 Providers will exchange billing contacts and telephone numbers.

(B)2.5.2.3 The invoices will include identification of the monthly bill period (from and through dates), which will coincide with Qwest bills rendered to Cricket.

(B)2.5.2.4 Cricket will bill Qwest by LATA, by state, based on the terminating location of the call. Cricket will display the CLLI code(s) of the POI.

(B)2.5.2.5 Cricket will assign an Invoice Number and/or Billing Account Number.

(B)2.5.2.6 Cricket will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).

(B)2.5.2.7 The rendered bill will include a summary of charges and total amounts due.

(B)2.5.2.8 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).

(B)2.5.2.9 Invoice will include all adjustments, credits, debits and payments.

(B)2.5.2.10 Invoice will include all applicable taxes and surcharges. Cricket will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.

(B)2.5.2.11 Cricket's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.

(B)2.5.2.12 In no event will charges be billed in excess of one hundred and twenty (120) days after such charges have been incurred.

(B)2.5.2.13 Cricket's invoice to Qwest will include only traffic originating from Qwest's wireline end users, and will not include traffic originated by any other third party (such as a Co-Provider, an existing LEC, another Wireless carrier, or unknown).

(B)2.5.2.14 Cricket's invoice to Qwest will not include Switched Access traffic.

(B)2.5.2.15 Cricket's invoice will contain only the agreed upon measured usage element charges.

(B)2.5.2.16 Invoice will identify the Qwest end user's NPA NXX from which the call was originated.

(B)2.5.2.17 Only completed calls (not attempts) will be billed.

(B)2.5.2.18 Conversation minutes (not including connect time) will be billed.

(B)2.5.2.19 Minutes of Use (MOUs) will be aggregated at the end of the billing period, with the aggregated amount rounded to the nearest whole minute. MOUs will not be rounded on a per call basis.

(B)2.5.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

(B)3. JOINTLY PROVIDED SWITCHED ACCESS SERVICES

(B)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines, including, but not limited to, requirements to file NXXs in NECA4 and to obtain an Operating Company Number (OCN). A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.

Qwest and Cricket agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

(B)3.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if Cricket does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff..

(B)3.3 Qwest and Cricket will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

PART C - COLLOCATION

Collocation allows for the placing of telecommunications equipment owned by Cricket within Qwest's Central Office for the purpose of accessing and/or terminating EAS/Local and ancillary traffic

Should the Parties desire to establish a Collocation relationship, through either physical or virtual Collocation, the Parties will enter into an Amendment to this Agreement.

PART D - UNBUNDLED NETWORK ELEMENTS (UNES)

Cricket may order access to Qwest UNEs via Caged Physical, Cageless Physical, Virtual or ICDF Collocation. This access allows Cricket to connect UNEs to other Qwest or Cricket's own network elements for the purpose of offering telecommunications services.

Should the Parties desire to establish Unbundled Network Elements (UNEs), the Parties will enter into an Amendment to this Agreement.

PART E - ANCILLARY SERVICES

(E)1. LOCAL NUMBER PORTABILITY

(E)1.1 Both Parties agree to implement Local Number Portability (LNP) in conformance with FCC and state regulations. As FCC and state LNP regulations are phased in, both Parties will conform to all LNP industry standards and to North American Numbering Council (NANC) Region #1 (also known as the Western Region) and state guidelines and agreements.

(E)1.2 Each Party is responsible for ensuring that LNP database queries are performed for calls originated by its customers. Parties can either perform queries themselves or use a third party. Qwest shall be the default carrier for LNP database queries when Cricket does not perform the query. When wireless-wireline integration takes effect, Cricket shall be the default carrier for LNP database queries when Qwest does not perform the query.

(E)1.3 Qwest query services are defined in F.C.C. Tariff No.5; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications).

(E)2. 911/E-911 SERVICE

Compliance with FCC Docket 94-102 necessitates the integration of wireless calls to the E9-1-1 network, which is separate from the Type 2 interconnection. This E9-1-1 connectivity must be between the wireless carrier's switch and the appropriate 9-1-1 selective router and must include provisions for the delivery of the wireless subscriber's call back telephone number and the location of the originating cell tower for Phase I and the X,Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the wireless carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E9-1-1 service, to include the provisioning of the network and ALI (Automatic Location Identification) database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when such service is requested by a qualifying Public Safety Answering Point (PSAP).

(E)3. DIRECTORY ASSISTANCE

(E)3.1 Description

(E)3.1.1 Directory Assistance (DA) service is a telephone number, voice information service that Qwest provides to other Telecommunications Carriers and its own end users.

(E)3.2 Should the Parties desire to establish Directory Assistance arrangements, the Parties will enter into an Amendment to this Agreement.

(E)4. DIRECTORY LISTINGS.

(E)4.1 White Pages Directory Listings

(E)4.1.1 Description

White Pages Listings Service ("Listings") consists of Qwest placing the names, addresses and telephone numbers of Cricket's end users in Qwest's listing database, based on end user information provided to Qwest by Cricket. Qwest is authorized to use Listings in Directory Assistance (DA) and as noted below.

(E)4.1.2 Should the Parties desire to establish a Directory Listings arrangement, the Parties will enter into an Amendment to this Agreement.

(E)4.2 Directory Assistance List

(E)4.2.1 Description

(E)4.2.1.1 Directory Assistance List (DA List) Information consists of all Qwest and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to Cricket's end users. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to Cricket; however, the non-published telephone number shall not be provided.

(E)4.2.2 Should the Parties desire to establish a Directory Assistance List arrangement, the Parties will enter into an Amendment to this Agreement.

(E)5. TOLL AND ASSISTANCE OPERATOR

(E)5.1 Description

(E)5.1.1 Toll and Assistance refers to functions end users associate with the "0" operator. Subject to availability and capacity, access may be provided via Type 2A, Ancillary or Type 2D trunks purchased from Qwest or provided by Cricket via Collocation arrangements to route calls to Cricket's platform.

(E)5.1.2 Operator Services provides assistance to Cricket's end user on placing or completing calls, connecting to directory assistance, and handling emergency calls for police, sheriff and fire of Cricket's end

user. Operator Services also provides connections to the business office or repair, provides dialing instructions and other assistance as necessary.

0- (zero minus) provides general assistance.

0+ (zero plus) provides Alternate Billing Services (ABS) such as billed to third number collect and calling card where technically feasible.

(E)5.1.3 Emergency Assistance – Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of Cricket's end user, including but not limited to, police, sheriff, highway patrol and fire. Cricket is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

(E)5.1.4 Busy Line Verification ("BLV") is performed when Cricket's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one (1) BLV attempt will be made per end user call, and a charge shall apply.

(E)5.1.5 Busy Line Interrupt ("BLI") is performed when Cricket's end user requests assistance form the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect Cricket's end user and the calling party. The operator will make only one (1) BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

(E)5.2 Terms and Conditions

(E)5.2.1 Interconnection to Qwest Toll and Assistance Operator Services from a wireless switching office to Qwest is technically feasible at two (2) distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.

(E)5.2.2 Trunk provisioning and facility ownership will follow Qwest guidelines.

(E)5.2.3 Operator Services Interconnection will require an operator services type trunk between the end office and the Interconnection point on the Qwest switch.

(E)5.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the

Operator Services System Generic Requirement (OSSGR), Bellcore Document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

(E)5.2.5 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.

(E)5.2.6 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time.

(E)5.2.7 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. Cricket shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

(E)5.3 Rate Elements

Two pricing options exist as described below.

(E)5.3.1 Option A - Price Per Message

(E)5.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

(E)5.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

(E)5.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

(E)5.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.

(E)5.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

(E)5.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

(E)5.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

(E)5.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

(E)5.3.1.9 "Completed call' as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of Qwest and the operating capacity and ability of Qwest's measuring equipment.

(E)5.3.2 Option B - Price Per Work Second and Computer Handled Calls

(E)5.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of services. Cricket is charged per work second for all calls originating from its end users and facilities that go to Qwest 's operator for handling. Work second charging begins when the Qwest operator position connects with Cricket's end user and terminates when the connection between the Qwest operator position and Cricket's end user is terminated.

(E)5.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and Qwest equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(E)5.4 Ordering Process

Cricket will complete the Qwest's Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. Cricket represents that the information provided is true and correct to the best of its knowledge and belief.

(E)5.5 Billing

(E)5.5.1 Qwest will track usage and bill Cricket for the calls placed by Cricket's end users and facilities.

(E)5.5.2 Qwest will compute Cricket's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). Qwest will charge Cricket whichever result is less.

(E)5.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify Cricket of the methods of such estimate and cooperate in good faith with Cricket to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(E)6. ADVANCED INTELLIGENT NETWORK (AIN)

(E)6.1 Description

AIN services are offered and available as an enhancement to Cricket's SS7 capable network structure and operation using AIN Version 0.1 capable switches.

(E)6.1.1 Access to AIN Service Creation Environment - AASCE allows Cricket to utilize Qwest's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet Cricket's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to Cricket to be installed in its own network.

(E)6.1.2 Access to AIN OSS/SMS (AAOS) – This service allows Cricket to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for Cricket utilizing the AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. Cricket will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

(E)6.1.3 AIN Query Processing (AQP)- TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. Cricket launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From Cricket Service Switching Point (SSP) through a Qwest Local STP and then to the Qwest Regional STP (RSTP).

Through a Cricket RSTP to Qwest RSTP arrangement.

From the RSTP the query is directed to Qwest's SCP to collect data for the response to the originating switch.

(E)6.2 Should the Parties desire to establish an AIN arrangement, the Parties will enter into an Amendment to this Agreement.

(E)7. INTERCONNECTION TO LINE INFORMATION DATABASE (LIDB)

(E)7.1 Description

(E)7.1.1 Description - Line Information Database (LIDB) Storage.

Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10).

(E)7.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow Cricket access to a mediated electronic interface which will enable Cricket to add, update, and delete Cricket end user line records. Until an electronic interface is available, Cricket will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based Co-Providers.

(E)7.1.3 Description - LIDB Query Service

LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

On behalf of Cricket Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting Cricket telephone line number data. Qwest allows LIDB query access through Qwest regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(E)7.1.4 Description - Fraud Alert Notification

The Watch Dog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. Watch Dog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify Cricket of system alerts on Cricket end user lines.

(E)7.2 Should the Parties desire to establish a LIDB arrangement, the Parties will enter into an Amendment to this Agreement.

(E)8. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

(E)8.1 Description

(E)8.1.1 Pole Attachments - Qwest will lease available pole attachment space to Cricket for the placing of Cricket's facilities for the purpose of transmitting Telecommunications Services.

(E)8.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.

(E)8.2 Should the Parties desire to establish Access to Poles, Ducts, Conduits and Rights of Way relationship, the Parties will enter into an Amendment to this Agreement.

(E)9. 8XX DATABASE QUERY SERVICE

(E)9.1 Description

8XX Database Query Service is an originating service which provides for the forwarding of Cricket end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by Cricket's end user, Cricket's SSP (SS7 equipped end office) will send an 8XX query to the Qwest 8XX Service Control Point (SCP) through the Qwest Signaling

Transfer Point (STP). The Qwest SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the Service Management System/800 (SMS/800) information residing in the Qwest SCP. The SCP will transmit the results of the carrier identification function back to Cricket's SSP through the Qwest STP. The results of the carrier identification function will be the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization. The cost of the 8XX database query will be billed to the toll carrier whose CIC is returned from the 8XX Database Query.

(E)9.2 8XX Optional Features

(E)9.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to Cricket. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

(E)9.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

Routing by originating NPA-NXX-XXXX
Time of day
Day of week
Specified date
Allocation by percentage

(E)9.3 Rate Elements

(E)9.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part G of this Agreement.

(E)9.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.

(E)9.3.3 A non-recurring Point Code Activation Charge will apply for Cricket to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 section of Part G.

(E)9.4 Ordering Process

Cricket shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)9.5 Technical Requirements

(E)9.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for Cricket to query from Cricket's designated switch.

(E)9.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

(E)9.6 Interface Requirements

The signaling interface between Cricket's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

(E)9.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

(E)9.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 199X);

(E)9.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

(E)9.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

(E)9.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

(E)9.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

(E)9.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

PART F- MISCELLANEOUS PROVISIONS

(F)1. NETWORK SECURITY

(F)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(F)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Cricket is responsible for covering its employees on such security requirements and penalties.

(F)1.1.2 The Qwest telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. Cricket is responsible for covering its employees on such security requirements and penalties.

(F)1.1.3 If a Collocation Amendment is requested additional Network Security Terms and Conditions will be negotiated via an Amendment.

(F)1.2 Revenue Protection - Qwest shall make available to Cricket all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes, 900 and 976 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

(F)1.3. Law Enforcement Interface - Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement

agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

(F)1.4 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of Cricket, for any lines service from Qwest Wire Centers or cross boxes.

(F)1.5 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. Cricket will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where Cricket must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. Cricket will provide Qwest with a 24 - hour a day, 7 - days a week contact for processing such requests, should they occur.

(F)2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Qwest has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between Cricket's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each.

(F)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

(F)2.1.1 ASR (Access Service Request) Ordering Process

(F)2.1.1.1 Qwest proposes the use of the existing EXACT system for orders placed using the ASR process. EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via an NDM connection to Qwest from Cricket. It is Cricket's responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(F)2.1.1.2 Type 2 interconnection can be ordered electronically via EXACT.

(F)2.1.1.3 Functions

(F)2.1.1.3.1 Submit ASR

This transaction allows Cricket to submit the ASR.

(F)2.1.1.3.2 Firm Order Confirmation

Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to Cricket. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(F)2.1.2 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from Cricket to Qwest. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables Cricket listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to Cricket via an EDI 855 transaction.

(F)2.1.3 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to Cricket consistent with the provisions of this Section.

(F)2.2 Hours of Operation

Qwest Operational Support Systems will be available to Cricket consistent with the Qwest retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

(F)2.3 Billing

(F)2.3.1 For products billed out of the Qwest IABS system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

(F)2.4 Outputs

(F)2.4.1 IABS Bill - The IABS (Interexchange Access Billing System) Bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA,

billing account number (BAN) and bill cycle. The IABS Bill is only provided in the following media:

Paper
NDM
Diskette
Magnetic Tape

(F)2.4.2 Files and Reports

(F)2.4.2.1 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between Qwest and Cricket. For transit traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

Category 1101XX series records are used to exchange detailed access usage information.

Category 1150XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

These mechanized records are available from Qwest in the following formats:

NDM (direct connect or dial-up)
Comet
Tape
Cartridge

A charge will apply for Category 1101XX and 1150XX records sent by Qwest to Cricket in an EMR mechanized format. These records are used to provide information necessary for Cricket to bill the originating carrier for jointly provided access services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part G of this Agreement.

(F)2.5 Modifications to OSS Interfaces

Cricket and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three (3) months of initiating each review and to implement the changes within nine (9) months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

(F)2.5.1 In the course of establishing operational ready system interfaces between Qwest and Cricket to support local service delivery, Cricket and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Cricket and Qwest will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

(F)2.5.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. Qwest will provide to Cricket the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to Cricket three (3) weeks prior to the release date. Cricket is required to upgrade to the current release within six (6) months of the installation date.

(F)2.5.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein should be implied or inferred.

(F)2.6 Cricket Responsibilities for Implementation of OSS Interfaces

(F)2.6.1 Before any Cricket implementation can begin, Cricket must completely and accurately provide detailed information needed by Qwest to establish service for Cricket.

(F)2.7 LSP Systems Help Desk

(F)2.7.1 The LSP Systems Help Desk will provide a single point of entry for Cricket to gain assistance in areas involving connectivity and File Outputs. These areas are further described below:

(F)2.7.1.1 Connectivity

Connectivity covers trouble with Cricket's access to the Qwest System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

(F)2.7.1.2 File Outputs

File outputs system errors are limited to IABS Bill and Category 11 Report.

(F)2.7.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(F)2.7.3 Hours of Operation

The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m.Mountain Time, excluding Qwest holidays.

(F)3. ACCESS TO TELEPHONE NUMBERS

(F)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(F)3.2 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

(F)3.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

(F)3.4 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

(F)3.5 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(F)4. DIALING PARITY

The Parties shall provide dialing parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

(F)5. Qwest DEX

Qwest and Cricket agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Cricket and directory publishers, including Qwest Dex. Qwest acknowledges that Cricket may request Qwest to facilitate discussions between Cricket and Qwest Dex.

(F)6. NOTICE OF CHANGES

Notice should be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

This is good faith effort on the part of the Parties and will evolve over time as required for effective Interconnection.

(F)7. MAINTENANCE AND REPAIR

(F)7.1 Service Levels

(F)7.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which Qwest provides for itself.

(F)7.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Cricket to provide similar service quality to that provided by Qwest to its end users.

(F)7.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

F)7.2 Service interruptions

(F)7.2.1 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: 1) 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; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(F)7.2.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

(F)7.2.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(F)7.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(F)7.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(F)7.2.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign

the same priority provided to other interconnecting Co-Providers and itself.

(F)7.2.5.2 The Parties shall cooperate in isolating trouble conditions.

(F)7.3 Trouble Isolation

(F)7.3.1 Trouble Isolation Charges may be imposed by Qwest on Cricket for internal repair work incurred on behalf of Cricket and later found to be in Cricket network components.

(F)7.3.2 Cricket shall isolate the trouble condition to the Qwest network prior to reporting the condition to Qwest.

(F)7.4 Work Center Interfaces

(F)7.4.1 Qwest and Cricket shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

(F)7.5 Major Outages/Restoral/Notification

(F)7.5.1 Qwest will notify Cricket of major network outages as soon as is practical. This notification will be via e-mail to Cricket's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be nondiscriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

(F)7.5.2 Cricket will supply Qwest with the current e-mail address for purposes of receiving this notification.

(F)7.5.3 Qwest will meet with associated personnel from Cricket to share contact information and review Qwest's outage restoral processes and notification processes.

(F)7.5.4 Qwest's emergency restoration process operates on a 7X24 basis.

(F)7.6 Proactive Maintenance

(F)7.6.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.

(F)7.6.2 Qwest will work cooperatively with Cricket to develop industry-wide processes to provide as much notice as possible to Cricket of

pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

(F)7.7 Hours of Coverage

(F)7.7.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available Qwest's repair operations center (always available7X24) can call-out technicians or other personnel required for the situation.

(F)7.8 Escalations

(F)7.8.1 Qwest will provide trouble escalation procedures to Cricket. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

(F)7.8.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

(F)7.9 Dispatch

(F)7.9.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

(F)7.9.2 Upon the receipt of a trouble report from Cricket, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Cricket require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Cricket for those dispatch-related costs.

(F)7.10 Jeopardy Management

(F)7.10.1 Notification to Cricket will be given as soon as Qwest becomes aware that a trouble report interval is likely to be missed.

(F)7.11 Trouble Screening

(F)7.11.1 Cricket shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

(F)7.12 Maintenance Standards

(F)7.12.1 Qwest will cooperate with Cricket to meet the maintenance standards outlined in this Agreement.

(F)7.12.2 On Cricket reported trouble, Qwest will inform Cricket of repair completion as soon as is practical after its completion.

(F)7.13 Repair Call Handling

(F)7.13.1 Manually-reported repair calls by Cricket to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end users.

(F)7.14 Single Point of Contact

(F)7.14.1 Qwest will provide a single point of contact for Cricket to report maintenance issues and trouble reports 24 hours a day, 7 days a week.

(F)7.14.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to Cricket for each category of trouble situation being encountered.

(F)7.15 Maintenance Windows

(F)7.15.1 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday and Saturday 10:00 p.m. through Monday 6:00 a.m.

(F)8. BONA FIDE REQUEST PROCESS

(F)8.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a nondiscriminatory manner.

(F)8.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Cricket and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part G of this Agreement. The form will request, and Cricket will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, Cricket must

submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of Cricket to provide the services that it seeks to offer, and that Cricket's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, Cricket must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Cricket.

(F)8.3 Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Cricket of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Cricket of the need for any additional information required to complete the analysis of the BFR.

(F)8.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Cricket a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.

(F)8.4.1 If Qwest determines during the thirty (30) day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, Qwest shall advise Cricket as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten (10) business days after making such a determination, provide a written report setting forth the basis for its conclusion.

(F)8.4.2 If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify Cricket in writing of such determination within ten (10) business days.

(F)8.4.3 As soon as feasible, but in any case within ninety (90) business days after Qwest notifies Cricket that the BFR qualifies under the Act, Qwest shall provide to Cricket a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.

(F)8.5 If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Cricket must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.

(F)8.6 If Cricket has agreed to minimum volume and term commitments under the preceding paragraph, Cricket may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Cricket will pay Qwest's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.

(F)8.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(F)9. AUDIT PROCESS

(F)9.1 "Audit" shall mean the comprehensive review of:

(F)9.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

(F)9.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

(F)9.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

(F)9.2.1 Either Party may request to perform an Audit.

(F)9.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

(F)9.2.3 The Audit shall occur during normal business hours.

(F)9.2.4 There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12) month period.

(F)9.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

(F)9.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

(F)9.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject

to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

(F)9.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

(F)9.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

(F)9.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

(F)9.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

(F)9.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Cricket and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

(F)10. CONSTRUCTION CHARGES

(F)10.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Section of this Agreement.

(F)10.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the

general body of end users, and without discrimination among the various carriers.

(F)10.3 A quote for Cricket's portion of a specific job will be provided to Cricket. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Cricket will be billed the quoted price and construction will commence after receipt of payment. If Cricket chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Cricket for the expense incurred for producing the engineered job design.

(F)10.4 In the event a construction charge is applicable, Cricket's service application date will become the date upon which Qwest receives the required payment.

(F)11. SERVICE PERFORMANCE

(F)11.1 General Provisions

(F)11.1.1 Qwest and Cricket agree that, under the Act, Qwest is required to provide Type 2 Interconnection Trunks to Cricket and other Wireless Service Providers, for use as Telecommunications services, in a non-discriminatory manner. Accordingly, Qwest agrees to provide performance data to Cricket in a manner that will assist in making a determination of whether Qwest has provided services to Cricket in a non-discriminatory manner.

(F)11.1.2 In no instance shall this Agreement be construed to require Qwest to provide superior levels of service to Cricket in comparison to the level of service which Qwest provides service to itself or its own customers.

(F)11.1.3 Cricket agrees to measure its performance for the applicable performance indicators listed below in providing required reciprocal services to Qwest.

(F)11.1.4 Qwest may wish to procure other services than those referred to above from Cricket. In such case, Qwest reserves the right to seek the applicable information regarding performance of Cricket in the same or similar manner as described in this Agreement.

(F)11.1.5 As further specified in this Section, Qwest will provide results for the list of performance indicators identified for Interconnection Type 2 services.

(F)11.2 Performance Indicators

(F)11.2.1 Ordering and Provisioning Indicators

Average Installation Intervals Delivered

Installation Commitments Met

Installation Trouble Reports

Average Firm Order Confirmation Interval

Cricket Caused Missed Installation Commitments

Average Speed of Answer - Qwest Provisioning Center

Percent Calls Answered within Standard Interval - Qwest Provisioning Center

(F)11.2.2 Maintenance and Repair Indicators

Mean Time to Restore

Repair Repeat Report Rate

Troubles Cleared within 4 Hours

Cricket Caused Trouble Reports

Average Speed of Answer - Qwest Repair Center

Percent Calls Answered within Twenty Seconds - Qwest Repair Center

(F)11.2.3 Operator Services/Directory Assistance Indicators

Mean Time to Answer - Operator Services

Percentage of Calls Answered within Ten Seconds - Operator Services

Mean Time to Answer - Directory Assistance

Percentage of Calls Answered within Ten Seconds - Directory Assistance

(F)11.2.4 Network Interconnection

Percent Final Trunk Groups Blockage

Average Final Trunk Group Utilization

(F)11.3 Performance Results

Qwest will provide performance results for the performance indicators listed above for Cricket, other Wireless Service Providers, and, where applicable, Qwest customers. For Type 2 Interconnection Trunks, Qwest will provide performance results for trunks procured by Cricket and other Wireless Service Providers (which utilize joint planning and forecasting with Qwest in procuring

trunks), and the performance results for trunk services which Qwest provides to its affiliates which furnish Telecommunications Services. If Cricket does not participate in joint planning, only Cricket results will be provided.

(F)11.4 The performance results provided to Cricket by Qwest shall be consistent with the current version of the Qwest Performance Indicators Descriptions (PID). These descriptions shall be the exclusive description used by both Cricket and Qwest when discussing performance results.

(F)11.5 The performance results provided under the Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Confidential Information" as provided in this Agreement.

(F)11.6 Service Performance – Reported Events

(F)11.6.1 When applicable, the Parties will report service-related performance results for all "events." An "event" is the activity that generates the measurement.

(F)11.6.2 The Parties will report Cricket results referenced above provided the other Party has ordered and is utilizing the services reported.

(F)11.6.3 The Parties will provide the reports on a calendar monthly basis. These reports will be provided within forty-five (45) calendar days of the close of the preceding month. The Parties agree not to perform their initial analysis, if any, to determine whether any trend suggesting that non-compliance with the Act may be occurring until the Party has collected six (6) months of data and such trend analysis will be completed retroactivity utilizing no less than each of three (3) consecutive months' data.

(F)11.7 Statistically and Operationally Significant Difference in Reported Trend Results

The Parties agree that a statistically and operationally significant trend of occurrences over a period of each of three (3) or more consecutive months must occur before any conclusions may be drawn from the data. Determination of the significance of a difference in each month service performance indicator results shall be based on a standard deviation or mean test, commonly referred to as a "z-test." A difference in results will be deemed significant if the one-tailed test shows with ninety-nine (99%) percent confidence, that service operations provided to the other Party are inferior to similar operations provided by the Party to itself, or which favors other customers, as applicable.

If a statistically and operationally significant difference has occurred in the trend results, the Parties shall meet on at least a monthly basis to discuss the Parties efforts to end the statistically and operationally significant difference in trend results.

If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall have three (3) months to correct the difference in the trend results. If the statistically and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, can be taken by either Party with respect to that difference.

If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Agreement shall apply.

(F)11.8 Delaying Events

A Party's failure to meet a requirement in this Section of the Interconnection Agreement shall not be included when that failure is a result, directly or indirectly, of a delaying event.

A "Delaying Event" means:

(a) Failure by either Party to perform any of its obligations set forth in this Agreement;

(b) Any delay, act or failure to act by an end user agent or subcontractor of the other Party, or

(c) Any Force Majeure event.

If a delaying Event prevents either Party from performing a measured activity event, then such measured activity event shall be excluded from the performance indicator(s).

(F)11.9 Records

Each Party shall maintain complete and accurate records, for the specified review period, of its performance under this Agreement, for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information."

(F)11.10 Joint Defense and Advocacy

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the Telecommunications Act of 1996 and wholesale services performance measurement reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

(F)11.11 Cost Recovery

Each Party reserves the right to recover the cost associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered though charges established herein.

(F)12. NETWORK STANDARDS

(F)12.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Bellcore and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

(F)12.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

(F)12.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

(F)12.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification Bellcore TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

(F)12.3.2 Transport

Bellcore FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

(F)12.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for and IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

(F)12.4 Interface

Bellcore Reference Documents GR-145-CORE and BR-795-403-100.

(F)12.5 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection network elements, Qwest has developed its own standards for some network elements, including:

USW Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

(F)12.5 USW Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for USW Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1905

IDAHO - APPENDIX A - PAGE 1
Restructured rates in accordance with Commission Order # 27100

DESCRIPTION	USOC	NON RECURRING	RECURRING
CHANNEL			
(Network Access Channel - NAC)			
2 wire Analog (trunk side termination)			
2A-1 way in (land to mobile)	M2L1X	$263.81	$38.72
2A-1 way out (mobile to land)	M2L1X	$263.81	$38.72
2A-1 way in (Paging)	P231X	$263.81	$38.72
2B-1 way in (land to mobile)	M2O1X	$263.81	$38.72
2B-1 way out (mobile to land)	M2O0X	$263.81	$38.72
4 wire Analog (trunk side termination)			
2A-1 way in (land to mobile)	M4L1X	$263.81	$73.34
2A-1 way out (mobile to land)	M4L0X	$263.81	$73.34
2A-2 way	M4LCX	$263.81	$73.34
2A-1 way in (Paging)	P431X	$263.81	$73.34
2B-1 way in (land to mobile)	M4O1X	$263.81	$73.34
2B-1 way out (mobile to land)	M4O0X	$263.81	$73.34
2B-2 way	M4OCX	$263.81	$73.34
4 wire Digital (trunk side termination)			
TYPE 2A			
2A-1 way in (land to mobile)			
- Initial	MZV1X	$78.92	N / A
- Subsequent	MZV1X	$78.92	N / A
2A-1 way out (mobile to land)			
- Initial	MZV0X	$78.92	N / A
- Subsequent	MZV0X	$78.92	N / A
2A-2 way			
- Initial	MZV2X	$78.92	N / A
- Subsequent	MZV2X	$78.92	N / A
2A-1 way in (paging)			
- Initial	P4Y1X	$78.92	N / A
- Subsequent	P4Y1X	$78.92	N / A

IDAHO - APPENDIX A - PAGE 2

DESCRIPTION	USOC	NON RECURRING	RECURRING
CHANNEL (Cont.)			
(Network Access Channel - NAC)			
TYPE 2B			
2B-1 way in (land to mobile)			
- Initial	MZW1X	$78.92	N / A
- Subsequent	MZW1X	$78.92	N / A
2B-1 way out (mobile to land)			
- Initial	MZW0X	$78.92	N / A
- Subsequent	MZW0X	$78.92	N / A
2B-2 way			
- Initial	MZW2X	$78.92	N / A
- Subsequent	MZW2X	$78.92	N / A
Equal Access 1 way out			
- Initial	MYV0X	$78.92	N / A
- Subsequent	MYV0X	$78.92	N / A
Equal Access 2 way			
- Initial	MYV2X	$78.92	N / A
- Subsequent	MYV2X	$78.92	N / A
Channel Facility-DS1 Level	MF31X	$485.34	$93.05
Channel Facility-DS3 Level	MF33X	$532.62	$368.96

IDAHO - APPENDIX A - PAGE 3

DESCRIPTION	USOC	NON RECURRING	RECURRING
DEDICATED TRANSPORT			
Analog/DS0			
over 0 to 8 Miles			
- fixed	XU2T1	$28.29	$18.83
- per mile	JZ3TA	$28.29	$0.09
over 8 to 25 Miles			
- fixed	XU2T2	$28.29	$18.85
- per mile	JZ3TB	$28.29	$0.12
over 25 to 50 Miles			
- fixed	XU2T3	$28.29	$18.83
- per mile	JZ3TC	$28.29	$0.13
over 50 Miles			
- fixed	XU2T4	$28.29	$18.83
- per mile	JZ3TD	$28.29	$0.11
DS1 Level			
over 0 to 8 Miles			
- fixed	XUWJ1	$216.03	$37.35
- per mile	JZ3JA	$216.03	$1.28
over 8 to 25 Miles			
- fixed	XUWJ2	$216.03	$37.35
- per mile	JZ3JB	$216.03	$1.90
over 25 to 50 Miles			
- fixed	XUWJ3	$216.03	$37.35
- per mile	JZ3JC	$216.03	$2.04
over 50 Miles			
- fixed	XUWJ4	$216.03	$37.35
- per mile	JZ3JD	$216.03	$1.90

IDAHO - APPENDIX A - PAGE 4

DESCRIPTION	USOC	NON RECURRING	RECURRING
DS3 Level			
over 0 to 8 Miles			
- fixed	XUWK1	$216.03	$257.18
- per mile	JZ3KA	$216.03	$19.48
over 8 to 25 Miles			
- fixed	XUWK2	$216.03	$260.49
- per mile	JZ3KB	$216.03	$24.24
over 25 to 50 Miles			
- fixed	XUWK3	$216.03	$260.77
- per mile	JZ3KC	$216.03	$26.43
over 50 Miles			
- fixed	XUWK4	$216.03	$259.32
- per mile	JZ3KD	$216.03	$26.35
CHANNEL PERFORMANCE	PM2JG	N / A	$4.12
Loop with Reverse Battery			
applies only when there is Dedicated			
Transport on Analog 2-Wire NAC			
MULTIPLEXING			
per DS1 to DS0 Multiplexed	MXG1X	$291.36	$199.75
per DS3 to DS1 Multiplexed	MXG3X	$298.29	$201.88

IDAHO - APPENDIX A - PAGE 5

DESCRIPTION	USOC	USAGE RATE	
2A Usage			
LOCAL END OFFICE SWITCHING			
Charge per MOU	N / A	$.003398	
mobile to land calls			
TANDEM SWITCHING	N / A	$.001445	
TANDEM SWITCHING LOCAL TRANSPORT			
- Fixed			
0 - 8 miles	N / A	$.000370	
8 - 25 miles	N / A	$.000371	
25 - 50 miles	N / A	$.000368	
Over 50 miles	N / A	$.000370	
- Per Mile			
0 - 8 miles	N / A	$.000006	
8 - 25 miles	N / A	$.000010	
25 - 50 miles	N / A	$.000014	
Over 50 miles	N / A	$.000011	
2B Usage			
END OFFICE SWITCHING			
Charge per MOU	N / A	$.003398	
mobile to land calls			
Transit Traffic			
- Local	N / A	$.002383	
- Toll	N / A	$.002857	
Interconnection Access			
Interstate Rate	N / A	Per Switched Access Tariff	
Intrastate Rate	N / A	Per Switched Access Tariff	
Directory Assistance Charge - per call	N / A	$.34	

IDAHO - APPENDIX A - PAGE 6

DESCRIPTION	USOC	NON RECURRING	RECURRING
SS7 Out of Band Signaling			
Trunk Rearrangement			
- Analog 2-wire/4-wire, each trunk			
1-way MF to 1-way SS7	NR6T1	$27.85	N / A
2-way MF to 2-way SS7	NR6T2	$27.85	N / A
1-way MF to 2-way SS7	NR6T3	$31.84	N / A
2-way MF to 1-way SS7	NR6T4	$31.84	N / A
- Digital, each trunk			
1-way MF to 1-way SS7	NR6T5	$23.83	N / A
2-way MF to 2-way SS7	NR6T6	$23.83	N / A
1-way MF to 2-way SS7	NR6T7	$27.79	N / A
2-way MF to 1-way SS7	NR6T8	$27.79	N / A
Channel Facility-DS1 Level	EFY1X	$485.34	$92.58
Channel Facility-DS3 Level *	EFY3X	$532.62	$368.96
DEDICATED TRANSPORT			
Analog/DSO			
over 0 to 8 Miles			
- fixed	CCA2B	N / A	$18.83
- per mile	CCA2B	N / A	$0.09
over 8 to 25 Miles			
- fixed	CCA2C	N / A	$18.85
- per mile	CCA2C	N / A	$0.12
over 25 to 50 Miles			
- fixed	CCA2D	N / A	$18.83
- per mile	CCA2D	N / A	$0.13
over 50 Miles			
- fixed	CCA2E	N / A	$18.83
- per mile	CCA2E	N / A	$0.11
* - This rate is used for shared use only			

IDAHO - APPENDIX A - PAGE 7

DESCRIPTION	USOC	NON RECURRING	RECURRING
DS1 Level			
over 0 to 8 Miles			
- fixed	CCA1B	N / A	$37.35
- per mile	CCA1B	N / A	$1.25
over 8 to 25 Miles			
- fixed	CCA1C	N / A	$37.35
- per mile	CCA1C	N / A	$1.82
over 25 to 50 Miles			
- fixed	CCA1D	N / A	$37.35
- per mile	CCA1D	N / A	$1.99
over 50 Miles			
- fixed	CCA1E	N / A	$37.35
- per mile	CCA1E	N / A	$1.90
DS3 Level			
over 0 to 8 Miles			
- fixed	CCA3B	N / A	$257.06
- per mile	CCA3B	N / A	$19.17
over 8 to 25 Miles			
- fixed	CCA3C	N / A	$260.15
- per mile	CCA3C	N / A	$23.38
over 25 to 50 Miles			
- fixed	CCA3D	N / A	$260.58
- per mile	CCA3D	N / A	$25.91
over 50 Miles			
- fixed	CCA3E	N / A	$259.32
- per mile	CCA3E	N / A	$26.35

IDAHO - APPENDIX A - PAGE 8

DESCRIPTION	USOC	NON RECURRING	RECURRING
MULTIPLEXING			
per DS1 to DS0 Multiplexed	QMVXX	N / A	$199.75
per DS3 to DS1 Multiplexed	QM3XX	N / A	$201.88
CCS Link - 1st Link	NRBS1	$479.04	N / A
CCS Link - Each Additional Link	NRBSA	$68.72	N / A
STP Port - Per Port	PT8SX	N / A	$214.66

PART H - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CRICKET Communications, Inc.*	Qwest Corporation*
Signature	Signature
GLENN UMETSU	R. Anne Richardson
Name Printed/Typed	Name Printed/Typed
VP DEPLOYMENT	Director
Title	Title
11/8/00	11/10/00
Date	Date

*** Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement, or to reform the agreement as the result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.**