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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-1-00-20
**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

Enclosures

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

BOISE-117745.1 0029164-00016

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Jorge Rosales
CRICKET Communications, Inc.
10307 Pacific Center Court
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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").

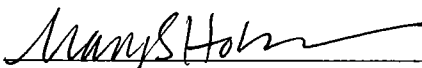
Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of 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. Expedient 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. Expedient approval would further the public interest.

Respectfully submitted this 11th day of November, 2000.

Qwest Corporation



Mary S. Hobson
Stoel Rives

and

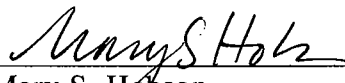
Jorge Rosales
CRICKET Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st 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(l) 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.

