

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing.

1. PARTIES *Requesting Carrier*

Name: Cricket Communications, Inc.
Address: 10307 Pacific Center Court
San Diego, CA 92121

Affected Carrier

Qwest Corporation Don Mason
Director-Interconnect Qwest Corporation
1801 California St., Ste. 2401 421 S.W. Oak, Ste. 810
Denver, CO 80202 Portland, OR 97204

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name: Michelle J. Servo Phone: (503) 727-2253
Address: Perkins Coie LLP Fax: (503) 727-2222
1211 S.W. Fifth Avenue, Suite 1500 E-Mail: servm@perkinscoie.com
Portland, OR 97204

3. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

☐ **Adoption:** Adopts interconnection agreement previously approved by the Commission.
Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

Does filing adopt amendments to base agreement previously approved by the Commission?

☐ NO

☐ YES, approved in Docket ARB _____, Order No(s). _____

☐ **New Agreement:** Seeks approval of new negotiated agreement.

Does this filing replace an agreement between the same parties that was previously approved by the Commission?

☐ NO

☐ YES, approved in Docket ARB _____, Order No(s). _____

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

If the original agreement was negotiated, has it been approved by Commission?

☐ NO, decision pending in Docket ARB _____

☒ YES, approved in Docket ARB 300, Order No(s). 01-129

If original agreement was an adoption, what was its docket number? Docket ARB _____

☐ **Other:** Please explain.

**Internet Service Provider ("ISP") Bound Traffic Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation and
Cricket Communications, Inc.
for the State of Oregon**

ORIGINAL

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Cricket Communications, Inc. ("Wireless Service Provider ("WSP")). WSP and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, WSP and Qwest entered into the aforementioned Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

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

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned Order under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the language as follows in lieu of existing contract language:

1. Definitions

For purposes of this Amendment the following definitions apply:

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

1.2 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP-bound traffic.

1.3 "Information Services Access" means the offering of access to Information Services Providers.

2. Exchange Service (EAS/Local) Traffic

MTA Pursuant to the election in Section 5 of this Amendment, the Parties agree to exchange all ~~EAS/Local~~ (§251(b)(5)) traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Inter-carrier Compensation for ISP-Bound Traffic) or the state ordered reciprocal compensation rate. When the FCC ordered rate for ISP-bound traffic is applied to ~~EAS/Local~~ traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

3. ISP-Bound Traffic

3.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Inter-carrier Compensation for ISP-Bound Traffic) CC Docket 99-68 (FCC ISP Order), effective June 14, 2001, and usage based inter-carrier compensation will be applied as follows:

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

3.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to WSP that exceeds a 3:1 ratio of terminating (Qwest to WSP) to originating (WSP to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this amendment apply regardless of how the ISP bound traffic is determined.

3.2.2 Growth Ceilings for ISP-Bound Traffic -- Inter-carrier compensation for ISP-bound traffic originated by Qwest end users and terminated by WSP will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

3.2.2.1 For the year 2001, WSP may receive compensation, pursuant to a particular Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which WSP was entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.

3.2.2.2 For 2002, WSP may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.

3.2.2.3 In 2003, WSP may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the 2002 ceiling applicable to that Agreement.

3.2.3 Rate Caps -- Inter-carrier compensation for ISP-bound traffic exchanged between Qwest and WSP will be billed in accordance with their existing Agreement or as follows, whichever rate is lower:

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

December 13, 2001.

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

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

3.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on intercarrier compensation. This includes carrier expansion into a market it previously had not served.

4. Effective Date

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

5. Rate Election

The reciprocal compensation rate elected for (§251(b)(5)) traffic is (elect and sign one):

Current rate for voice traffic in the existing Interconnection Agreement:

Signature

Name Printed/Typed

OR

The rate applied to ISP traffic:



Signature

Glenn Umetsu, Sr. Vice President – Engineering Ops./Launch
Name Printed/Typed

6. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous