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Tallahassee, Florida, 32309

970828-TP

July 7, 1997

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Petition of Sprint-Florida, Incorporated for Approval
of Interconnection Agreement with AT&T Wireless
Services, Inc. L.P.

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies
of Sprint-Florida, Incorporated Petition for Approval of
Interconnection Agreement with AT&T Wireless Services, Inc.
L.P.

ACK _____ Please acknowledge receipt and filing of the above by
stamping the duplicate copy of this letter and returning the
same to this writer.

THX _____ Thank you for your assistance in this matter.

CJR _____ Sincerely,

CJR _____ 
Charles J. Rehwinkel

CJR/th

Enclosures

ACK _____
THX _____
CJR _____

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Tallahassee, Florida, 32309

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida, Inc. and)
AT&T Wireless Services, Inc.)
_____)

Docket No.

Filed: July 7, 1997

PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH AT&T WIRELESS SERVICES, INC. L.P.

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint-Florida has entered with AT&T Wireless Services Inc. ("AT&T").

In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

2. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to as the Telecommunications Act of 1996, requires that any such "agreement adopted by

DOCUMENT NUMBER - DATE
06834 JUL -75
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Respectfully submitted this 7th day of July, 1997.

Sprint-Florida, Incorporated



Charles J. Rehwinkel
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
Tallahassee, Florida 32301
(904) 847-0244

05/07/97



**INTERCONNECTION
AGREEMENT**

May 7, 1997

**NETWORK
INTERCONNECTION AGREEMENT**

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NETWORK
INTERCONNECTION AGREEMENT

This Agreement is between AT&T Wireless Services, Inc., as agent for certain of its operating wireless affiliates, which offer commercial mobile radio services, as delineated on Exhibit 4, ("AWS" or "Carrier"), whose address is 5000 Carillon Point, Kirkland, Washington 98033 and Sprint-Florida, Incorporated ("Company") hereinafter collectively, "the Parties", entered into this 9th day of May, 1997, for the State of Florida.

WHEREAS, the Parties wish to establish terms and conditions for the purposes of fulfilling Company's obligations established by 251(b) and (c) of the Act, as defined herein;

WHEREAS, the parties wish to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Agreement dated _____, 199_, applicable to the state of Florida;

THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS

Definitions of the terms used in this Agreement shall have the meanings set forth below.

1. Access Service Request ("ASR") or Local Service Request ("LSR") - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
2. Act - means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
3. Affiliate - means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Agreement, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty percent (50%). "Person" shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any State.
4. Bell Communications Research ("Bellcore") - refers to the organization owned or previously owned jointly by the Bell regional holding companies, or their successors, that conducts research and/or development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for requirements of segments of the telecommunications industry for products, services and technologies.
5. Central Office Switch, End Office, Tandem or Mobile Switching Center (hereinafter "Switch") - means a switching facility within the public switched telecommunications network, including but not limited to:

End Office Switches which are switches from which end-user Telephone Exchange Services are directly connected and offered.

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Mobile Switching Center ("MSC") - a switch which is used to connect and switch trunk circuits within the wireless network and with the public switched network for wireless traffic by a CMRS provider.

6. **Centralized Message Distribution System ("CMDS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
7. **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service as set forth in 47 Code of Federal Regulations § 20.9.
8. **Commission** - means the commission, board, or official (by whatever name designated) which under the laws of any State has regulatory jurisdiction with respect to intrastate operations of carriers. As referenced in this part, this term may include the Federal Communications Commission if it assumes the responsibility of the state commission, pursuant to section 252(e)(5) of the Act. This term shall also include any person or persons to whom the state commission has delegated its authority under section 251 and 252 of the Act.
9. **Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC")** - means any company or person authorized to provide telecommunications services. Such definition also includes a CMRS provider for the purposes of interconnection under Section 251 and 252 of the Act.
10. **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
11. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (f)(1) and FCC regulations issued pursuant thereto.
12. **Electronic Interfaces** - means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions. For the purposes of this Agreement, Company shall provide such Electronic Interfaces pursuant to industry standards within twelve months after such standards have been established to allow information, operational and timeliness Parity.
13. **FCC** - means Federal Communications Commission.
14. **Incumbent Local Exchange Carrier ("ILEC")** - is any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

15. Interconnection - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
16. Interexchange Carrier ("IXC") - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intraLATA toll).
17. Local Traffic - For purposes of this Agreement, local telecommunications traffic means: telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) C.F.R..
18. Major Trading Area (MTA) - the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under section 251(b)(5) as defined in section 24.202(a) C.F.R.
19. Meet Point Billing - means an arrangement whereby two co-carriers jointly provide exchange access to an IXC for purposes of originating or terminating toll services and each such provider receives its share of the tariffed charges associated with its proportionate share of such service. A "meet point" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends. A "meet point interconnection arrangement" is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.
20. Most Favored Nations ("MFN") - shall have the meaning set forth in Section II. A. 3.
21. Multiple Exchange Carrier Access Billing ("MECAB") - means the document prepared by the Billing Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and is published by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of exchange service access provided by two or more telecommunications carriers, or by one ILEC in two or more states within a single LATA.
22. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD") - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for exchange service access which is to be provided by two or more telecommunications carriers.
23. Numbering Plan Area ("NPA") - means an area code assigned pursuant to the North America Numbering Plan which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA"

is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

24. Parity - means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Company of Telecommunications Services, Unbundled Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Company, its affiliates or any other entity that obtains such services, elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Company shall provide such services, elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its affiliates or any other entity that obtains such services, elements, functionality or telephone numbering resources.
25. Physical Collocation - shall have the meaning set forth in 47 C.F.R. § 51.5. Physical collocation does not include switching equipment.
26. Telecommunications Services - shall have the meaning set forth in 47 USC § 153(6).
27. Total Element Long Run Incremental Cost ("TELRIC") - shall have the meaning set forth in Implementation of Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, FCC 96-325 (rel. August 8, 1996), 61 Fed. Reg. 45476 (Aug. 29, 1996) (Report and Order), as subsequently modified or amended by action of the FCC. Provided, however, should the stay currently in effect with respect to the Report and Order continue, TELRIC shall be as determined by a Commission of appropriate jurisdiction for the same or substitute costing methodology with the appropriate treatment of joint and common costs to be determined by said Commission. Provided further, until such time as said Commission shall make such determination, the pricing under this agreement shall be as set forth in the existing contract between the parties.
28. Trunk-Side - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
29. Undefined Terms - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
30. Virtual Collocation - shall have the meaning as set forth in 47 C.F.R. § 51.5. Virtual collocation does not include switching equipment.
31. Wire Center - means an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in

which one or more Central Offices, used for the provision of exchange services and access services, are located.

II. SCOPE, TERM AND TERMINATION

A. Scope

1. The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of this Agreement shall control to the extent allowed by law or Commission Order.
2. The services Carrier will provide in accordance with this Agreement at this time will not include paging services. Should Carrier determine, in the future, to offer paging services, the Parties agree that a reciprocal compensation arrangement will not be implemented until such time as Carrier has filed relevant cost studies with the pertinent state Commissions.
3. If, at any time while this Agreement is in effect, Sprint provides interconnection arrangements or a category of Network Elements (e.g., categories include loops, switching, transport, etc.) contained in this Agreement for the provision of a Telecommunications Service, as used herein, to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then AWS may opt to adopt such interconnection arrangements or category of Network Elements upon the same rates, terms, and conditions as those provided to said Telecommunications Carrier in lieu of the interconnection arrangements or category of Network Elements applicable under this Agreement for its own arrangements with Sprint (hereinafter "MFN Obligation"). Upon expiration of the term of such other agreement for interconnection arrangement or category of Network Elements, the provision thus adopted shall cease to apply and shall revert to the corresponding provision of this Agreement.

Notwithstanding the above, the MFN Obligation shall not apply:

- a. where Sprint proves to the Commission that the costs of providing the interconnection arrangement or category of Network Elements to Carrier are greater than the costs of providing it to the Telecommunications Carrier that originally negotiated the agreement;
- b. where the provision of a particular interconnection arrangement or category of Network Elements to Carrier is not technically feasible;
- c. where pricing is provided to a third party for a cost based term or cost based volume discount offering and Carrier seeks to adopt the cost based term or cost based volume discount price without agreeing to all or substantially all of the cost based term or cost based volume discount offering;
- d. where pricing is provided to a third party on a dissimilar (deaveraged vs. averaged price) basis, Carrier may only elect to amend this Agreement to reflect

all such differing pricing (but not less than all) by category of Network Element in its entirety, contained in such third party agreement, or;

- c. where interconnection arrangement or Network Elements are provided to a third party in conjunction with material terms or conditions that directly impact the provisioning of said service and Carrier seeks to adopt such interconnection arrangement or Network Elements without inclusion of all or substantially all said material terms or conditions.
- f. notwithstanding AWS' option to elect other terms pursuant to this Section, the parties expressly stipulate that in no event shall the terms contained in Section 1 of Schedule 1.0 of the Interconnection Agreement between MFS Communications Company, Inc. and Sprint f/k/a United Telephone Company of Florida, dated as of September 19, 1996, be made available to AWS.

4. Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement is subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by a Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of the decision of a Commission or the FCC, in the exercise of their respective jurisdictions, to the extent that said changes apply to all similar Company agreements or interconnection requirements in general. This provision controls whether said changes or modifications result from an order issued by a court pursuant to an appeal of the decision of a Commission or the FCC, or a rulemaking proceeding, a generic investigation or an arbitration proceeding conducted by a Commission or FCC which applies to the Company or in which the Commission or FCC makes a generic determination applicable to the requirements for Interconnection for all carriers under the Act. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. This Agreement shall be modified, however, only to the extent necessary to apply said changes. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

B. Term

- 1. This Agreement shall be deemed effective upon approval by a Commission of appropriate jurisdiction or April 30, 1997, whichever is sooner. No order or request for services under this Agreement shall be processed until this Agreement is so effective. Any changes in billing to Carrier from any previous agreement shall be effective as of the same date. Company shall not as a result of the execution of this Agreement impose on Carrier any charge for rearrangement, reconfiguration, disconnection, termination or other non-recurring fees for service or facilities that

were in place prior to the execution of this Agreement unless the physical provisioning of such services or facilities has been changed or modified.

2. Except as provided herein, Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a period of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Unless so terminated, said term shall automatically renew for successive six month terms.

C. Termination

1. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 90 days in advance of the date of termination of the then current Term. In the event of such termination for arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under the terms of this agreement until (a) a new agreement is executed by the Parties; (b) standard interconnection terms and conditions contained in Company's Tariff or other substitute document that are approved and made generally effective by the Commission or the FCC; or (c) Company and Carrier initiate and conclude an arbitration proceeding under 251 and 252 of the Act.
2. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:
 - a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - b. Either Party's breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due.
3. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

III. NETWORK INTERCONNECTION

- A. Scope - Carrier shall interconnect with Company's facilities as follows at Parity for the purpose of routing or terminating traffic:
 1. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Company's network including: (a) at the Company access tandems; (b) at the Company end office switches; or (c) at any other mutually agreed points. The POIs are the point(s) of physical interconnection as identified in Exhibit 3 attached hereto and incorporated herein by this reference. Carrier must establish at least one physical POI per LATA for the purposes of local interconnection as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs). A VRC is a

designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office. Exhibit 3 will be amended and updated to include additional POIs or VRCs as they are developed and implemented during the term of this Agreement.

2. Except for line side interconnection at an End Office, interconnection to a Company End Office(s) will provide Carrier access only to the NXX's served by that individual End Office(s) to which Carrier interconnects.
 3. Interconnection to a Company Tandem(s) will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX's which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which likewise subtend to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), LECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's end offices with the same functionality described in (2) above.
 4. Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.
 5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
 6. Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
 7. The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- B. Exchange of Traffic** - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:
1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.
 2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra/interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.

3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
 4. Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.
 5. In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling.
 6. Where available, Company agrees to provide CIP (carrier identification code within Carrier's SS7 call set-up signaling protocol) at no charge.
 7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
 8. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.
- C. **Types of Traffic and Services** - The types of traffic to be exchanged under this Agreement include:
1. **Local Traffic.** For the purposes of compensation between Carrier and Company under this Agreement for Interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Carrier for other purposes.
 2. **Non-Local Traffic.** For the purpose of compensation between Carrier and Company under this Agreement for Interconnection, traffic to or from a CMRS network that originates in one MTA and terminates in another (defined based on the parties' locations at the beginning of the call) is subject to Company's state and interstate switched access tariffs. To the extent such traffic cannot be measured, percent usage factors will be developed by Carrier to determine interMTA/intrastate and interMTA/interstate traffic (See Section III (E), infra.). If Carrier's traffic is terminated by Company directly to an Interexchange Carrier, or originated by an Interexchange Carrier to Carrier via Company, access charges shall not be collected on such traffic from Carrier.
 3. **Transit traffic.** This is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.

4. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance;
 - b. 911/E911;
 - c. Operator call termination (busy line interrupt and verify);
 - d. LIDB; and
 - e. Information services requiring special billing. (e.g., 900 and 950)

 5. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications carriers other than Company; (c) IXC's, and (d) other CMRS carriers. Both parties will make reasonable efforts to maintain such existing arrangements through the term of this Agreement.

 6. Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor for traffic not originated or terminated on the CMRS network of AWS indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with other CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the other carrier.
- D. Compensation**
1. Local Traffic Terminating to Company. Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Company rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call; however, physical interconnection is not required. For example a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Company to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching.
 - a. Termination (End Office Switching). The rates set forth on Exhibit 1 shall be used as interim rates. Company expressly reserves the right to seek approval of rates, terms and conditions for transport and termination of local telecommunications traffic to be established by the Commission, whether the result of an arbitration proceeding for Company, a generic proceeding or otherwise. In the event, the Commission does establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement.

- b. **Transport.** Transport shall be a separately chargeable element. Permanent charges for transport between Company tandems and/or end offices shall be based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, the interim rate that reflects the Company's interstate dedicated transport price as set forth on Exhibit 1 shall be used. Bill and Keep compensation arrangements may be implemented for Transport if the distance for which each Party supplies Transport is the same or carrier supplies a greater portion of the distance. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rates, terms and conditions adopted by the Commission shall be implemented herein.
- c. **Tandem Charge.** Tandem switching shall be a separately chargeable element based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, Company shall charge the rates set forth in Exhibit 1 for tandem switching. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rates, terms and conditions adopted by the Commission shall be implemented herein.
2. **Local Traffic Terminating to Carrier.** Carrier shall charge a single end office switching charge equal to the Company's state-wide average end office switching element for each call terminated on its network from Company. In addition, if Carrier uses multiple MSCs to switch Company's terminating traffic, and can prove multiple switching to the Company's satisfaction, Carrier will be compensated at a rate that includes both the Company's tandem switching charge and the Company's state-wide average end office switching charge when the Carrier uses more than one MSC to terminate the call on its network.

For the first six months this Agreement is in effect, the parties will assume that fifty percent (50%) of calls terminated on Carrier's network use multiple MSCs and will apply a blended rate (composed of both the tandem switching charge and the Company's state-wide average end office switching charge) accordingly. During this same six month period, Carrier will conduct state-by-state studies in an effort to derive factors to be used going forward which are based on the actual number of times an MSC switches a call. Company will review those studies, and once both parties are in agreement regarding the integrity of the studies, state-specific factors will be established. The parties further agree that, once these state-specific factors are implemented, each will be applied retroactively to the effective date of this Agreement, subject to true-up.

- a. **Termination (MSC Switching).** The rates set forth in Exhibit 1 for Tandem Switching and End Office Switching shall be used as initial rates in accordance with the terms as set forth in Section 2 above.
- b. **Transport.** Transport shall be a separately chargeable element. Permanent charges for transport between Company tandems and/or end offices to Carrier's MSC over Carrier's facilities shall be based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, the initial rate that reflects the

Company's interstate dedicated transport price as set forth on Exhibit 1 shall be used.

3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements.
4. Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable. Should those rates change in accordance with a Commission order after the effective date of this Agreement, the new rates shall be implemented herein on a going-forward basis.
5. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intralATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

E. Billing

1. Company and Carrier agree to conform to MECAB and MECOD guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Company for the implementation of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Company/Subsequent Billing Company billing cycles in conformance with MECAB and MECOD guidelines..
2. Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Company shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is greater.
3. For interconnection facilities, Company and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost of the interconnection facilities. Initially this percentage will be 77% Carrier and 23% Company until such time as an actual traffic study can be conducted to determine the actual percentage (e.g. Carrier will bill Company an amount equal to 30% of Company's total billing to Carrier). Upon mutual agreement of the Parties, this percentage factor may be reviewed once during a six month period. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above.
4. No discrete development charges shall be imposed on Carrier for the establishment of standard meet point billing arrangements.
5. Exchange of Records.
 - a. Carrier and Company agree to exchange records, as necessary, based upon standards agreed to by the parties. Carrier and Company further agree that they will work toward implementing a record exchange system in accordance with industry standards.

- b. Carrier and Company agree to communicate all billing and record format information, in the interim, through manual billing processes. Carrier and Company further agree to pursue the development of systems to manage these processes in the future.
6. Company agrees to exchange test files to support implementation of meet point billing or other access billing prior to live bill production. Carrier and Company agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a semi-annual basis unless otherwise mutually agreed arrangements are made.

IV. UNBUNDLED NETWORK ELEMENTS

- A. **General Requirements** - Company will unbundle and separately price (as set forth in Exhibit 1) and offer the following network elements such that Carrier will be able to subscribe to and interconnect to whichever of these unbundled elements Carrier requires for the purpose of providing service to its end-users, and to combine the Company-provided elements with any facilities and services that Carrier may itself provide, in order to efficiently provide Telecommunications Services to its end-users, pursuant to the following terms:
1. Loops, e.g., two-wire or four-wire loops from the Carrier's or end-user's premises to the host office in the same exchange, or to the remote switch if there is no host switch in such exchange including cross-connects to either other unbundled elements or Carrier's facilities;
 2. Local Switching, e.g., the ability to switch calls from one line to another, or from a line to a trunk including all features and functions, connection to the MDF or trunk cross-connect, and switch card;
 3. Tandem Switching, e.g., trunk-to-trunk connections including all features and functions such as recording and customized routing;
 4. Interoffice Transmission Facilities, e.g., transmission of Carrier traffic on either dedicated or common facilities, between Company and/or Carrier offices;
 5. Signaling and Call-related Databases, e.g. SS7 signaling links and Signal Transfer Point ("STP") access, call related databases (such as, Line Information Database, Toll Free Calling Database and Number Portability Database), signaling systems, AIN database access through local switching purchase or SS7 interconnection and access to Service Management Systems;
 6. Network Interface Device;
 7. Operator Services, e.g. unbundled local operator service with custom routing to facilitate Carrier branding and price quotation where technically feasible;
 8. Directory Assistance, e.g. local directory assistance services with custom routing to facilitate Carrier branding where technically feasible and unbundled sale of the database for inclusion in Carrier DA centers; and

9. Operations Support Systems, e.g. including seamless Electronic Interfaces as outlined in Exhibit 2, pursuant to industry standards within twelve months after such standards have been established and notwithstanding anything to the contrary elsewhere in this agreement, via reasonable agreed upon interim measures before final industry standards have been implemented. Carrier recognizes Company's right to seek waivers of any FCC mandated electronic interface availability requirements and this agreement is expressly subject to any modification of the availability of electronic interfaces ordered by the FCC.

Additionally, Company will, upon receipt of a bona fide written request, specifying a desired activation date, further unbundle the elements identified above into sub-elements as follows (for illustrative purposes only and not by way of limitation) in identified local exchange(s). Upon submission of a written request from Carrier for additional sub-element unbundled network elements, Company shall have 45 days from the receipt of the written request to respond, in writing, whether it is technically feasible to provide such unbundled network element on the requested activation date and, if feasible, the price of such element. If Carrier fails to place an order, then Carrier shall pay the actual costs incurred by Company in responding to the request.

Company will upon receipt of the request, unbundle and separately price and offer requested elements such that Carrier will be able to lease whichever of these unbundled elements Carrier requires, and to combine the Company-provided elements with any facilities and services that Carrier may itself provide, in order to efficiently offer telecommunications services to end-users, pursuant to the following terms:

- a. Interconnection, when requested, will be achieved at any technically feasible POI on Company's network.
- b. Provided Carrier has ordered appropriate unbundled elements for the provision of local service, Company shall ensure that unbundled elements, when combined together without the addition of any Carrier facilities, are capable of providing local service and other functionality available to end-users through retail offerings.
- c. Loop, switching, or transport when interconnected with Carrier facilities (whether purchased individually or in combinations) shall be delivered to the Carrier collocation arrangement or mid-span meet through appropriate connectors applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable interconnection arrangements in accordance with agreements between Carrier and Company.
- d. To the extent technically feasible, all unbundled element-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals which Company provides for its retail service will apply to unbundled elements.
- e. Subject to other contractual agreements, Company need not monitor the unbundled loop for maintenance purposes. Carrier may be required to provision a loop testing device either in its central office, Network Control

Center, or in its collocation arrangement to test the unbundled loop. Company will perform repair and maintenance once trouble is identified by Carrier.

B. Ordering Process

1. The parties shall establish appropriate ordering/provisioning codes for each identified service, unbundled element and unbundled element combination.
2. When combinations of unbundled elements are ordered and said elements are currently interconnected and functional, those elements will remain interconnected and functional without an interruption in service.
3. The Company will provide to Carrier copies of all applicable test and turn-up procedures Company normally follows in support of the unbundled elements/combinations/services ordered by Carrier.

C. Compensation - Permanent, unbundled network element prices shall be provided at a rate to be computed based on TELRIC plus a reasonable allocation of joint and common costs of each such Element. Until permanent rates are developed and approved by a Commission the Parties agree to use the rates set forth on Exhibit 1, attached hereto and incorporated herein by reference. In the event, the Commission subsequently establishes rates for network elements, or for specific components included therein, that differ from the rates established pursuant to this agreement, the rates established by the Commission shall be implemented and adjustments to past compensation shall be made to allow each party to receive the level of compensation it would have received had the rates in this agreement equaled the rates later established by the state commission

D. Special Service Arrangements - Company shall provide special service arrangements to Carrier as reasonably requested pursuant to Company's unbundled element and interconnection obligations under the Act. For special service arrangements not readily available through Company, unbundled element pricing at TELRIC with a reasonable allocation of joint and common cost shall apply.

V. NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

3. Company agrees to work toward having service centers available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
 4. Voice response units, similar technologies, intercept solutions or live referrals should be used to refer/transfer calls from customers to the proper carrier for action. Neither Party shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.
 5. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time-frame.
 6. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
 7. The Company shall provide at Parity repair progress status reports so that Carrier will be able to provide its end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). The Company will close all trouble reports with Carrier. Carrier will close all trouble reports with its end-user.
 8. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.
 9. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).
- B. **Coordinated Repair Calls** - Carrier and Company will employ the following procedures for handling misdirected repair calls:
1. Carrier and Company will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
 2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of service in a courteous manner, at no charge, and the end-user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.
 3. Carrier and Company will provide their respective repair contact numbers to one another on a reciprocal basis.

- C. **Restoration of Service in the Event of Outages** - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company and Carrier in general. Third, should Company be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

Carrier and Company will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Company network requirement.

- D. **Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.
- E. **Quality of Service**
1. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or other carriers at any given time.
 2. Company shall provide Carrier maintenance and repair services on wholesale and/or unbundled facilities in a manner that is timely, consistent and at Parity with service provided to Company end-users and/or other carriers.
 3. Interconnection quality of service should be no less than that provided by the Company for its own services.
 4. A minimum blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
 5. Company shall adhere to competitive intervals for installation of POIs, and the objective in no case should be longer than 30 calendar days, absent extenuating circumstances. In those instances where new collocation arrangements are required, a 90 day installation target applies.
 6. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.

7. Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled elements available to Carrier shall include:
- a. Switch features;
 - b. Treatment during overflow/congestion conditions;
 - c. Equipment/interface protection;
 - d. Power redundancy; and
 - e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability.

8. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

F. Information

1. Company must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
4. Company shall provide, at the earliest possible time, Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.
5. Company shall provide Carrier with its list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

VI. ACCESS TO TELEPHONE NUMBERS

- A. **General Requirements** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

- B. **Compensation** - To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself. Currently, Company does not impose a charge upon itself for this service.
- C. **Quality of Service** - Upon request, Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located. Carrier will be charged the identical rate Company is charged by the LERG administrator to perform this function.
- D. **Information** - Until such time that number administration is moved to an independent third party, Company will make available reporting on NXX availability, fill rates, and new assignments. Company agrees to provide to Carrier information concerning NPA-NXX splits.

VII. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

A. Access to Facility

- 1. Where required by law, Company agrees to provide to Carrier nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by Company, where available. Such access will be provided subject to any terms and conditions by which Company is bound, including but not limited to local, state or national safety and/or construction standards.
- 2. Any Company authorization required to attach to poles, overloading requirements or modifications to the conduit system or other pathways to allow egress and ingress to the system shall not be unreasonably withheld, delayed, or restricted.
- 3. Company agrees to obtain the requisite permits or franchises and take no action to intervene against, or attempt to delay the granting of permits or franchises to Carrier for use of public right-of-way or access to private property with property owners. Each Party agrees to indemnify and hold harmless the other from any claims or actions on account of or relating to the Party's failure to obtain the requisite permits or franchises. Company agrees to provide, within thirty (30) business days after receipt of a request from Carrier, information relative to the location and access to such facilities in a given local area. If Carrier requests access to any pole, duct, conduit or right-of-way owned or controlled by Company, but fails to take such access, Carrier shall pay the actual costs Company incurred in responding to said request.
- 4. When establishing service to end users, both Carrier and Company agree not to damage the property of the other or take any action that would subject the network or facilities of the other party to dangerous electrical currents or other hazards.

B. Compensation

- 1. Access to Company's poles, ducts, conduits, and rights-of-way will be provided on a non-discriminatory, competitively neutral basis. Rearrangement costs will be pro-rated on a cost basis among all new users of the facility. Should new facilities be required, the costs shall be pro-rated among all users of the new facility. Existing

facilities shall be provided on a pro rata, cost allocated basis. Cost allocations shall be performed in compliance with FCC rules.

VIII. DISPUTE RESOLUTION PROCEDURES

The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution or to arbitration under the Act, if the Commission lacks jurisdiction. The Parties agree to seek expedited resolution by the Commission and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

IX. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

A. Cooperation on Fraud

1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
2. At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end-user who terminate services to that Party without paying all outstanding charges, when such end-user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end-user's permission to obtain such information.

B. Audit

The Parties agree to exchange such reports and/or data as required to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per six month period. A request for an audit must be received within six months of receipt of the jurisdictional usage factor and usage reports from the audited party.

C. Proprietary Information

1. During the term of this Agreement, it may be necessary for the Parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All

such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within 30 days.

2. The Parties will not have an obligation to protect any portion of Information which: (a) is made publicly available lawfully by a non-Party to this Agreement; (b) is lawfully obtained from any source other than the providing Party; (c) is previously known without an obligation to keep it confidential; or (d) is publicly disseminated and released by the providing Party in writing.
3. Each Party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appearing on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
4. All records and data received from Carrier or generated by Company as part of its requirements hereunder, including but not limited to data or records which are received or generated and stored by Company pursuant to this Agreement, shall be proprietary to Carrier and subject to the obligations specified in this Section.
5. The Parties acknowledge that Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality the owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

D. Law Enforcement And Civil Process

1. Intercept devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. The intercept will be done at no charge to Carrier when the request is in the form of a court order.

2. Subpoenas

If a Party receives a subpoena for information concerning an end-user the Party knows to be an end-user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end-user's service provider, in which case the Party will respond to any valid request.

3. Hostage or Barricaded Persons Emergencies

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end-user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end-user and the Party serving such end-user agrees to indemnify and hold the other Party harmless against any and all such claims.

Notwithstanding the foregoing, neither Party shall be obligated to provide assistance or information to either local or federal law enforcement officials except in conformance with the requirements of applicable state and federal law, including, but not limited to the Electronic Communications Privacy Act, 18 U.S.C. § 2510, *et seq.*, and relevant state provisions.

X. FORCE MAJEURE

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of God, explosion, war, or other violence, strikes or work stoppages, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected takes all reasonable steps to avoid or remove such cause of non-performance, provides immediate notice to the other Party setting forth the nature of such claimed event and the expected duration thereof, and resumes provision of service promptly whenever such causes are removed.

XI. LIMITATION OF LIABILITY

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a party's obligation under XII. to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

XII. INDEMNIFICATION

- A. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection

with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party-either individually or jointly with the indemnifying Party-for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, law suits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, law suit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, law suit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- B. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of its end-users for nonpayment.
- C. When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.
- D. In addition to its indemnity obligations hereunder, each Party shall provide, in its tariffs and contracts with its customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) consequential damages (as defined in XI. above).

XIII. ASSIGNMENT

- A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without

the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

- C. Notwithstanding the above, should Company sell or trade substantially all of the assets of an exchange or group of exchanges that Company uses to provide services under this agreement then this Agreement shall terminate with respect to that exchange or group of exchanges.

XIV. MISCELLANEOUS

- A. **Governing Law** - The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the interconnection service is provided without reference to choice of law provisions.
- B. **Compliance With Laws** - Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.
- C. **Notices** - All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the sender's facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to Company: Sprint Corporation
 Attention: John Clayton, Director, Local Carrier Markets
 2330 Shawnee Mission Parkway
 Mailstop KSFR VA0301
 Westwood, Kansas 66205
 Facsimile Number: (913) 624-1325

If to Carrier: AT&T Wireless Services, Inc.
 Attention: Vice President- External Affairs
 5000 Carillon Point
 Kirkland, WA. 98033
 Facsimile Number: (425) 828-8609

Copy to: AT&T Wireless Services
 General Counsel - Southeast Region
 11760 North US Highway 1
 North Palm Beach, FL. 33408
 Facsimile Number: (561) 775-4388

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

- D. **Good Faith** - The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree to cooperate with each other in good faith. This Agreement may be modified by a written instrument only, executed by each Party hereto.
- E. **Headings** - The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- F. **Execution** - This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- G. **Benefit** - The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.
- H. **Survivorship** - Sections IX, XI, and XII shall survive termination or expiration of this Agreement.
- I. **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.
- J. **Press Releases** - The Parties Agree that they will cooperate in releasing any press or news releases regarding this Agreement and that neither Party will make such a release without the expressed consent of the other.

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

COMPANY

CARRIER

By: By: Name: Beverly M. JohnsName: Kurt C. Maass

Title: _____

Title: Vice President - External Affairs

05/07/97

05/07/97

EXHIBIT 1
RATES AND PRICING

Interconnection Rates

Customer: AT&T Wireless

State: Florida

(In order to avoid the costs and delays of continued arbitration and/or litigation of this matter, AWS agrees to the following rates for transport and termination for purposes of settlement only. In agreeing to said rates, AWS in no way agrees to the methodology used in the calculation of such rates.)

END OFFICE SWITCHING RATES

Source: TELRIC studies

Statewide Average Rate	\$ 0.004100
Multi-Line Hunting Feature (TELRIC)	\$ 0.09

TANDEM SWITCHING RATE

Source: TELRIC cost study

Statewide Average Rate	\$ 0.002156
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TRANSPORT RATE

Source: Interstate Access Proxy

Dedicated Transport DS1	Zone 1	\$ 79.00 Fixed
	Zone 2	\$ 93.00 Fixed
	Zone 3	\$ 98.00 Fixed
	Zone 1	\$ 17.00 per Mile
	Zone 2	\$ 20.00 per Mile
	Zone 3	\$ 21.00 per mile
Multiplexing (DS1 to DS0, where applicable) (This is a tariffed item and could change)	Zone 1	\$ 270.00 per DS1
	Zone 2	\$ 318.00 per DS1
	Zone 3	\$ 334.00 per DS1
Common Transport	Zone 1	\$ 0.000247 per MOU
	Zone 2	\$ 0.000290 per MOU
	Zone 3	\$ 0.000305 per MOU
	Zone 1	\$ 0.000056 per Mile per MOU
	Zone 2	\$ 0.000066 per Mile per MOU
	Zone 3	\$ 0.000069 per Mile per MOU

EXHIBIT 2

INTERIM STANDARDS FOR ACCESS TO SYSTEMS

1.0 Pre-Ordering

1.1 Sprint will implement an electronic interface for pre-ordering information within twelve (12) months of finalized industry standards being developed and approved by the Ordering and Billing Forum (OBF).

1.2 Prior to the development of industry standards Sprint will work with AT&T Wireless (AWS) and other interested parties to develop an electronic interface plan acceptable to the participating parties.

Sprint will develop and implement this interface plan within nine (9) months of the date it is final.

Any costs associated with this non-standard plan that are above and beyond the industry standard, when approved, will be borne by the parties requesting development.

Sprint will provide cost estimates as part of plan development.

1.3 Sprint will provide AWS with a telephone number, Due Date Assignment, and Features Available via a toll free number within thirty (30) days of the effective date of this agreement.

1.4 Sprint will provide AWS a magnetic tape per industry standards (NENA MSAG) on a monthly basis beginning within thirty (30) days of the effective date of this agreement.

2.0 Ordering and Provisioning

2.1 Sprint will implement OBF standards related to the EDI gateway and transmissions no later than July 1, 1997.

Sprint and AWS will develop a mutually acceptable joint test plan which will allow for a minimum 90 day test before the EDI gateway is used in production.

2.2 Sprint will implement OBF industry standards, related to the Local Service Request (LSR) issues resolved at the October, 1996 OBF, by July 1, 1997.

Issues resolved at future OBFs will be implemented within twelve (12) months of finalized standards.

3.0 Maintenance and Repair

3.1 Sprint will implement electronic local Fault Management within twelve (12) months of industry standards being developed.

3.2 Sprint will implement IXC Fault Management standards for local use no later than December 31, 1997.

4.0 Billing

4.1 Sprint will implement industry billing requirements within the OBF implementation window.

BOS 28 will be implemented no later than December 31, 1997.

EXHIBIT 4

AT&T WIRELESS AFFILIATES

FLORIDA

Bradenton Cellular Partnership

AT&T Wireless Services of Florida, Inc.

Melbourne Cellular Telephone Company

Ocala Cellular Telephone Company, Inc.

Sarasota Cellular Telephone Company

Talcom, Inc.

FL-4 Cellular, Inc.

AT&T Wireless PCS, Inc.