

ORIGINAL



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May 27, 1998

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

980689-TP

Re: Petition of Sprint-Florida, Incorporated
for Approval of a Interconnection Agreement with
Sprint Spectrum L.P., d/b/a Sprint PCS

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies
of Sprint-Florida, Inc.'s for approval of a Interconnection
Agreement with Sprint Spectrum L.P., d/b/a Sprint PCS.

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

Thank you for your assistance in this matter.

Sincerely,

Charles J. Rehwinkel

CJR/th

Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

05756 MAY 27 88

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida,)
Incorporated and Sprint)
Spectrum L.P., d/b/a Sprint PCS)
_____)

Docket No.

Filed: May 27, 1998

PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH SPRINT SPECTRUM L.P., d/b/a SPRINT PCS

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 Sprint Spectrum L.P., d/b/a Sprint PCS. 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 Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with Sprint Spectrum L.P., d/b/a Sprint PCS, which is or will be a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Agreement was executed on May 13, 1998, and is attached hereto as Attachment A.

4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

5. The Agreement with Sprint Spectrum L.P., d/b/a Sprint PCS does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection agreement between Sprint-Florida and Sprint Spectrum L.P., d/b/a Sprint PCS.

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with Sprint Spectrum L.P., d/b/a Sprint PCS, which is or will be a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Agreement was executed on May 13, 1998, and is attached hereto as Attachment A.

4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

5. The Agreement with Sprint Spectrum L.P., d/b/a Sprint PCS does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection and Resale agreement between Sprint-Florida and Sprint Spectrum L.P., d/b/a Sprint PCS.

Respectfully submitted this 27th day of May, 1998.

Sprint-Florida, Incorporated



Charles J. Rehwinkel
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
MS: FLTLHO0107
Tallahassee, Florida 32316
850/ 847-0244

**COMMERCIAL MOBILE RADIO SERVICES (CMRS)
INTERCONNECTION
AGREEMENT**

between

Sprint Spectrum L.P., d/b/a Sprint PCS
and
Sprint - Florida, Inc.

This Agreement represents the positions of Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Sprint Spectrum L.P., d/b/a Sprint PCS, a Delaware limited partnership as agent and general partner for Wireless Co. L.P., a Delaware limited partnership ("Carrier"), and Sprint - Florida, Inc. ("Sprint"), a Florida corporation, hereinafter collectively, "the Parties", entered into this 1st day of May, 1998.

WHEREAS, the Parties wish to interconnect their telecommunications networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the applicable orders, rules and regulations of the Florida Public Service Commission (the "Commission"); and

Now, therefore, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sprint and Carrier hereby covenant and agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C sets forth, among other things, descriptions of the services, pricing, and technical and business requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Interconnection
- III. Network Maintenance and Management
- IV. Access to Telephone Numbers

1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier thirty (30) days' prior written notice of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint provides Carrier notice in a format complying with Section 51.327 and within the timing specified in Section 51.331 of Title 47 of the Code of Federal Regulations.

1.4 The services and facilities to be provided to Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint 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.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. Carrier shall not order services under this Agreement before Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text

of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 2.3. This provision shall control notwithstanding any other provision of this Agreement to the contrary. 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 established by the Amended Rules, whether such action was commenced before or after the Effective Date of this 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 shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 2.4. In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall make reasonable efforts to provide to Carrier its proposed tariff prior to such filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.
- 2.5. The Parties intend that any additional services requested by either relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term and Termination

- 3.1 This Agreement shall be deemed effective upon the Effective Date. No order or request for services under this Agreement shall be processed until this Agreement is so effective unless otherwise agreed to in writing by the Parties.
- 3.2. Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement for a period ending April 30, 1999 ("End Date"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.
- 3.3. Either Party may terminate this Agreement at the end of the term by providing written notice of termination to the other Party, either prior to or subsequent to the End Date, such written notice to be provided at least 90 days in advance of the date of termination ("Termination Date"). In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination notice, those arrangements shall continue without interruption for an additional ninety 90 days following the Termination Date ("Transition Period"), provided that within said Transition Period (1) a new agreement is executed by the Parties, or (2) Carrier avails itself of standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC, or (3) either Party requests arbitration or mediation before the appropriate state regulatory commission. With respect to (1) and (2) above, this Agreement shall cease upon the adoption of the new agreement or the standard interconnection terms and conditions. With respect to (3), this Agreement shall cease with the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration or mediation request.
- 3.4. In the event of default, the non-defaulting 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 material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
- 3.5. 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.
- 3.6. If Sprint sells or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of exchanges, Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

Section 4. Charges and Payment

- 4.1 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.
- 4.2 Subject to the terms of this Agreement, Parties shall pay one another within thirty(30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 4.3 In addition to the following provisions, the Parties will resolve billing disputes in accordance with Section 20 of this Agreement. If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

- 4.4 The Billing Party will assess late payment charges to the other Party in accordance with the applicable tariff or, if there is no tariff, the Billing Party shall assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the undisputed balance due, until the amount due, including late payment charges, is paid in full.
- 4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

- 5.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.
- 5.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3. Each party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the

time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.

- 5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge, not to exceed twelve (12) months from the date the audit began, to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

Section 6. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. The foregoing sentence shall not preclude Sprint from charging Carrier for such costs as permitted under a Commission order with respect to Intellectual Property Rights.

Section 7. 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, excluding acts of gross negligence or willful misconduct (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 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 Party for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

Section 8. Indemnification

- 8.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims 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. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified 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, lawsuits, 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, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, 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.

- 8.2. 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 the Indemnified Party's subscribers for nonpayment.
- 8.3. 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.
- 8.4. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber 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 subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

- 9.1. In addition to any other rights or remedies, and unless specifically provided herein and to the contrary, either Party may sue in equity for specific performance.
- 9.2. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or in equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 10. Confidentiality and Publicity

- 10.1. All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement. Such information includes but is not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 10.1.1. The Recipient of Confidential Information shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years.
- 10.1.2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had

reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 10.1.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 10.2. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 10.3. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 10.4. Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 11. Warranties

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at Parity with that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Section 12. Assignment and Subcontract

- 12.1. 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 Sprint 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.
- 12.2. 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.

Section 13. Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the Commission's and FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Florida, without regard to its conflicts of laws principles, shall govern.

Section 14. Relationship of Parties

It is the intention of the Parties that each Party be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 15. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent either Party from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 16. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Sprint:	Director Local Carrier Markets Sprint 4220 Shawnee Mission Pkwy. Suite 301B Fairway, KS 66205	If to Carrier:	Legal/Regulatory Sprint PCS 12 th Floor 4900 Main Kansas City, MO. 64112
with a copy to:	Regional Director Regional Markets Sprint PO Box 165000 Altamonte Springs, FL 32716- 5000	with a copy to:	Director Network Design/Eng. Sprint PCS 4 th Floor 4900 Main Kansas City, MO 64112

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 16.

Section 17. *Waivers*

- 17.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 17.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 17.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 18. *Survival*

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Part A Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22.

Section 19. *Force Majeure*

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own

operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

Section 20. *Dispute Resolution Procedures*

- 20.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 20.2. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 20.3. If negotiations fail to produce an agreeable resolution within ninety (90) days, the Parties agree to seek resolution of disputes by the Commission or the FCC. Should either agency fail to act on the dispute in a timely manner or deems it cannot act on the dispute, the Parties may seek arbitration to resolve the dispute.
- 20.4. The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure or the pendency of good faith re-negotiation of the Agreement, and the Parties shall

continue to perform their obligations (including making payments) in accordance with this Agreement.

Section 21. Cooperation on Fraud

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

Section 22. Taxes

Any applicable Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 23. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 24. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a

material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

Section 25. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 26. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 27. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 28. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 29. Contractual Affiliations

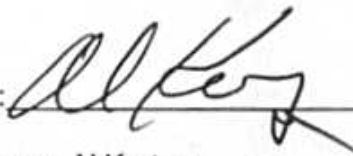
Nothing in this Agreement shall prohibit Carrier from enlarging its CMRS network through contractual affiliations with third parties for the construction and operation of a CMRS system under the Carrier's brand

name. Traffic originating on such extended networks shall be treated as Carrier traffic under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Sprint Spectrum L.P., d/b/a Sprint PCS

Sprint - Florida, Inc.

By: 

By: 

Name: Al Kurtze

Name: William E. Cheek

Title: Chief Operating Officer

Title: Vice President
Sales & Account Management

Date: 5/6/98

Date: 5/13/1998

PART B -- DEFINITIONS

"ACCESS SERVICE REQUEST" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Carrier and Sprint for Local Interconnection.

"ACT" means the Communications Act of 1934 as amended and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission acting within its jurisdictional authority.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either party, or the right to control the business decisions, management and policy of another entity.

"BUSINESS DAY(S)" means the days of the week excluding Saturdays, Sundays, and all legal holidays.

"CENTRAL OFFICE SWITCH", "END OFFICE", "TANDEM" OR "MOBILE SWITCHING CENTER"(hereinafter "Central Office", "CO" or "MSC") - 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 Service 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) is an essential element of the PCS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

"COLLOCATION" means the right of Carrier to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Carrier obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.

"COMMERCIAL MOBILE RADIO SERVICES" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

"COMMON TRANSPORT" provides a local interoffice transmission path between Sprint's Tandem Switch and a Sprint End Office Switch, or between a Carrier Point of Interconnection and a Carrier MSC.

"EFFECTIVE DATE" is the date referenced in the opening paragraph of the Agreement, unless otherwise required by the Commission.

"FCC" means the Federal Communications Commission.

"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. Section 69.601(b) of the FCC's regulations.

"INDIRECT TRAFFIC" means local traffic which is originated by one Party and terminated to the other Party in which a third party LEC provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.

"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.

"INTEREXCHANGE CARRIER" ("IXC") means a provider of interexchange telecommunications services.

"INTERMTA TRAFFIC" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.

"LOCAL TRAFFIC" means, for purposes of the establishment of interconnection and reciprocal compensation and not for purposes of billing end-user customers under this Agreement, telecommunications traffic between Sprint and Carrier that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a).

"MAJOR TRADING AREA" ("MTA") refers to 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 47 C.F.R. 24.202(a).

"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" ("MECAB") refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which 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 or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

"MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN" ("MECOD") refers to the 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), which 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 which is to be provided by two or more telecommunications carriers.

"NUMBERING PLAN AREA" ("NPA"-sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "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)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX CODE," OR "CENTRAL OFFICE CODE," OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"ORDERING AND BILLING FORUM" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PARITY" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, 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 Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network 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, Network Elements, functionality or telephone numbering resources.

"PERCENT LOCAL USAGE" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"POINT OF INTERCONNECTION" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"TARIFFS" - a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATION 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.

"TRANSIT SERVICE" means the delivery of Local Traffic by Sprint or Carrier, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

"TRANSIT TRAFFIC" means Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

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.

"VIRTUAL RATE CENTER" means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

ATTACHMENT I

PRICE SCHEDULE

Table 1 of this Attachment I identifies the state specific rates as defined in Attachment II and are subject to change as may be ordered or directed by the Commission to the extent it acts within its jurisdictional authority, 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 any appeal of the decision of the Commission or the FCC.

1. **Local Traffic:** The rates identified in Table 1 shall be applied consistent with the provisions of Attachment II of this Agreement for the exchange of Local Traffic.
2. **Transit Service:** A transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Table 1 shall be applied for transit traffic.
3. **Paging Services:** Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent state Commissions.

**PART C
ATTACHMENT I - TABLE 1**

Network Elements Price List

Description	Florida
FEATURES	
Multi-Hunt Service per line per month	\$0.09
NRC for Multi Hunt per trunk	\$27.05
TRANSPORT	
DS1	Rate Varies
DS3	Rate Varies
Common Per Minute of Use	\$0.001022
Common Transport Remote Factor	0.061298
Common Transport to Remotes per Minute of Use	\$0.000063
NRC DS1	\$135.83
NRC DS3	\$249.16
RECIPROCAL COMPENSATION	
End Office Switching per Minute of Use	\$0.003587
Tandem Switching per Minute of Use	\$0.003345
Common Transport per Minute of Use	\$0.001022
Common Transport Remote Factor	0.061298
Common Transport to Remotes per Minute of Use	\$0.000063
COMMON CHANNEL SIGNALING	
INTERCONNECTION SERVICE	
STP Port	\$498.97
NRC for STP Port	\$308.00
STP Switching	\$1.08
Multiplexing DS1 to DS0	\$300.00
NRC DS1 Mux	\$142.00
Multiplexing DS3 to DS1	\$600.00
NRC DS3 Mux	\$91.00
911 TANDEM PORT	
Per DSO Equivalent Port	\$18.92
NRC 911 Port	\$187.50

ATTACHMENT II

INTERCONNECTION

A. Scope - Carrier shall interconnect with Sprint'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"). Carrier must establish at least one physical POI per LATA in which it desires to exchange traffic as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs).

A VRC is only permitted when the chosen virtual exchange meets the following criteria:

- a) it is a Sprint exchange;
 - b) it is served by the same access tandem and is within the same NPA and LATA as the exchange where Carrier's Type 2A interconnection exists;
 - c) it is in a different local calling area than the exchange where Carrier's interconnection exists; and
 - d) it is within the same Revenue Accounting Office ("RAO") where the Carrier's interconnection exists.
2. Interconnection to a Sprint End Office(s) with Type 2B trunks, will provide Carrier access only to the NXX codes served by that individual End Office(s), and all Remotes subtending that End Office, to which Carrier interconnects.
 3. Interconnection to a Sprint tandem will provide Carrier access to the Sprint end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Sprint facilities, to other companies which are likewise connected to that tandem(s), and to Interexchange Carriers (IXCs) which are connected to that tandem(s).

Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide Carrier access to Sprint's End Offices with the same functionality described in (2) above.

4. Interconnection to a Carrier location within an MTA will provide Sprint access to the Carrier's NXX codes which interconnect with that MSC within that MTA and to other companies which are likewise connected to that MSC.
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. Sprint 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. Sprint agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
7. Point of Interconnection arrangements will be made available to Carrier. For construction of new mid span meet facilities, Sprint shall be responsible for provisioning 50 percent of the interconnection facilities or to the Sprint exchange boundary, whichever is less. Carrier shall be responsible for provisioning 50 percent of the interconnection facilities or to the Sprint exchange boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Sprint or a third party carrier. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
8. The provisions of this Section shall apply to Sprint'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 POIs 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, Sprint 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 Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.
5. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multi-frequency signaling.
6. Where technically available, Sprint and Carrier agrees to provide CIP (Carrier Identification Parameter). CPN (Calling Party Number), at a minimum, will be provided within Carrier's SS7 call set-up signaling protocol at no charge.
7. Sprint 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 inter-operability 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.

C. Types of Traffic and Services - The types of traffic to be exchanged under this Agreement include:

1. Local Traffic
2. InterMTA Traffic
3. Indirect Traffic
4. Transit Service
 - a. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic with that third party.
 - b. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS

provider charges for termination of any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

- c. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
 - 1) The originating Party shall pay to the transiting Party a transit service charge as set forth in Attachment I (Price Schedule); and
 - 2) If the terminating company requests, and the transiting company does not provide the terminating company with the originating record in order for the terminating company to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.
 - d. The Parties will use their best efforts to configure their networks that transport transit traffic with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate Transactional Capability Application Party (TCAP) messages to capture billing records and exchange data to facilitate full interoperability and billing functions.
 - e. The transiting Party, if requested by the terminating Party, agrees to provide the terminating Party information on traffic originated by a third party LEC, ILEC, or CMRS provider. To the extent the transiting Party incurs additional cost in providing this billing information, the terminating Party agrees to reimburse the transiting Party for its direct costs of providing this information.
 - f. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to work toward implementation of the industry-adopted format to exchange records.
5. IntraLATA toll traffic. This traffic is defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.
6. 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. Information services requiring special billing. (e.g., 900 and 957)
7. The Parties agree not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserve the right to require development and reporting of a jurisdictional usage factor indicating interstate and interMTA traffic. Sprint and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. The Parties agree to provide the necessary traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with such audit.

D. Compensation

1. Local Traffic Terminating to Sprint. Each element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Sprint 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 Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint 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 in Attachment 1 shall be used. However, 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. The rates set forth in Attachment I shall be used. However, 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 rate, terms and conditions adopted by the Commission shall be implemented herein.
 - c. Tandem Charge. Tandem switching shall be a separately chargeable element. The rates set forth in Attachment I shall be used. 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 rate, terms and conditions adopted by the Commission shall be implemented herein.

d. Composite Rate.

1) Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage from Carrier to Sprint, Sprint will bill Carrier a state specific composite rate for all usage. This composite rate will be developed using the individual rate elements set forth in Attachment I of this Agreement.

2) An inventory of the Carrier's trunks by type of interconnection is obtained. Based on the inventory, a percentage of each interconnection type is calculated. The composite rate is developed by applying the applicable rate elements for each interconnection type by the percentage of the said interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each interconnection trunk type is the resulting statewide average composite rate.

3) Either Party may initiate a review of the Carrier network and traffic weightings used in calculating the composite rate on a quarterly basis upon reasonable request.

e. Additions to an existing and/or new line-side connection between a CMRS provider's switch and Sprint's central office will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.

2. Local Traffic Terminating to Carrier. For purposes of Sprint-CMRS interconnection only, until such time as Carrier has completed costs studies which reflect actual costs from Sprint to Carrier, Carrier will bill Sprint the same rates as Sprint charges Carrier for Local Traffic terminating on its network. Carrier will not bill Sprint based upon the results of cost studies until such time as Carrier has filed with and received approval of relevant cost studies from the appropriate regulatory body.

a. Tandem Interconnection Charge. Carrier will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Attachment I for all traffic terminating to Carrier via a tandem interconnection with Sprint.

b. End Office Interconnection Charge. Carrier will bill Sprint one rate consisting of the End Office Switching and Common Transport to

Remotes rate elements as reflected in Attachment I for all traffic terminating to Carrier via an end office interconnection with Sprint.

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. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used. Toll or Special Access code (e.g. 950, 10XXX) traffic originating from line side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier. For traffic to Information Service Providers (e.g. 900, 957), Carrier is liable to the Information Service provider for any charges occurring from such traffic. IntraLATA toll traffic carried by Sprint, to the extent that said traffic does not originate and terminate within the same MTA, will be charged at the appropriate rate out of Sprint's tariff, and Carrier shall be entitled to the appropriate access charge compensation.
4. Transit traffic shall be compensated based on charges associated with the functionality provided,(e.g., tandem switching and transport).
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.
6. Interconnection Facilities. For the first six months this Agreement is in effect Sprint and Carrier will allocate the cost of two-way interconnection facilities based upon an 80 percent mobile-to-land traffic volume and a 20 percent land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 20 percent of Sprint's total two-way interconnection facilities billing to Carrier.) These factors are subject to change based upon mutually acceptable traffic data on no less than a semi annual basis. If factors are not updated semi annually, the Parties shall use the last previously established factors.
7. Unless otherwise agreed, Sprint will provide or bear the cost of all one-way trunk groups for the delivery of traffic from Sprint to Carrier's MSCs within Sprint's service territory, and Carrier will provide or bear the cost of all one-way trunk groups for the delivery of traffic from Carrier to each Sprint access tandem and end office at which the parties interconnect.

E. Billing

1. Sprint and Carrier agree to conform to MECAB and MECOD guidelines, where possible.

2. No charges shall be imposed on Carrier or Sprint for the establishment of standard meet point billing arrangements.
3. Exchange of Records.
 - a. Carrier and Sprint will exchange records based on mutually agreed upon industry standards and electronic data processes to the extent those standards exist.
 - b. To the extent industry standards do not exist, eg: transit traffic records, Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
4. Sprint and Carrier agree to exchange test files as required to support implementation of billing prior to live bill production. Carrier and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

ATTACHMENT III

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. Sprint 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. 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. Major failures that will be reported are defined as follows:
 - a. Any cable or electronics outage that affects 50 percent or more of the in-service lines of a central office or 1000 access lines, whichever is less with a duration of 2 minutes or more.
 - b. Toll or EAS isolation of an entire exchange with a duration of 2 minutes or more.
 - c. Any digital cross connect or fiber optic complete system failure lasting 2 minutes or more.
5. 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 the other Party'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.

6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.
7. Carrier shall receive prior notification of any scheduled maintenance activity performed by Sprint that may be service affecting to Carrier customers.

B. Restoration of Service in the Event of Outages

1. Sprint 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 Sprint and Carrier in general. Third, should Sprint 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.
2. Carrier and Sprint 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 Sprint network requirement.

- C. Service Projections** - Carrier shall make available to Sprint periodic service projections, as reasonably requested, including busy hour usage for Sprint's access capacity. Sprint 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.

D. Quality of Service

1. Sprint shall provide Carrier with the same intervals and level of service provided by Sprint to its end-users or other carriers at any given time.
2. Interconnection quality of service should be at Parity with that provided by Sprint for its own services.

3. A blocking standard of one percent (1%) (P.01) during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
4. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
5. Sprint will, where available and technically feasible, provide to Carrier all of the protective measures it makes available to itself, its Affiliates or third parties. At a minimum, the protective measures available to Carrier shall include:
 - a) Treatment during overflow/congestion conditions;
 - b) Equipment/interface protection;
 - c) Power redundancy; and
 - d) Sufficient spare facilities to ensure provisioning, repair, performance, and availability.
6. Carrier and Sprint will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

E. Information

1. Sprint 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. Sprint and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. 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. If a direct trunk group is under 85 percent of centum call seconds (CCS) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which re-sizing will not be unreasonably withheld. If a re-sizing occurs, the trunk group shall not be left with less than 15 percent excess capacity. In all cases, grade of service objectives shall be maintained.
5. Trunk Servicing - Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR or other current

medium, or another industry standard eventually adopted to replace the ASR for local service ordering.

ATTACHMENT IV

ACCESS TO TELEPHONE NUMBERS

- A. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Carrier's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Carrier shall be made directly to the NANP Administrator. Except with respect to those areas in which Sprint is the NANP Administrator, Sprint shall not be responsible for the requesting or assignment of number resources to Carrier. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Administrator.
- B. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
- C. The Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes.
- D. Carrier will also designate a Routing Point for each assigned NXX code. Carrier may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Carrier may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Carrier within an existing Sprint exchange area and LATA.
- E. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where Sprint is the NANP Administrator, Sprint will administer number resources, and charge for such administration in accord with applicable rules and regulations. Sprint will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect Carrier's proprietary information that may be submitted to Sprint in connection with Sprint's responsibilities as NANP Administrator in accordance with Section 10 of this Agreement.
- F. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.