



REC'D TN
REGULATORY
James B. Wright
Senior Attorney

14111 Capital Boulevard
Wake Forest, North Carolina 27587-5900
Telephone: 919-554-7587
Fax: 919-554-7913

'00 JUL 31 AM 10 35

COMMUNICATIONS
EXECUTIVE SECRETARY

July 27, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

00-00669

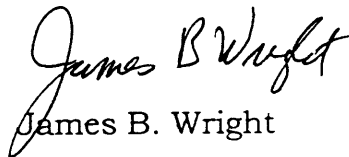
Re: CMRS Interconnection Agreement between
United Telephone and Sprint PCS

Dear Mr. Waddell:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a CMRS Interconnection Agreement between United Telephone-Southeast, Inc. and Sprint PCS.

Also enclosed are two checks for \$25.00 for the filing fee for each company. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,


James B. Wright

JBW:sm

Enclosures

cc: Laura Sykora
Mike Buckmaster
Kaye Odum
Keith Paglusch (w/enclosure)
Vincent Williams (w/enclosure)

#18325

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

'00 JUL 31 AM 10 35

EXECUTIVE SECRETARY

In re: Petition for Approval of a)
CMRS Interconnection Agreement)
Negotiated by United Telephone-)
Southeast, Inc. and Sprint PCS)

Docket No.

00-00669

PETITION

COMES NOW, United Telephone-Southeast, Inc. ("United"), and files this request for approval of a Commercial Mobile Radio Service Interconnection Agreement dated June 1, 2000 (the "Agreement") negotiated between United and Sprint Spectrum L.P., as agent for Wirellessco, L.P., SprintCom, Inc., Cox Communications PCS, APC PCS, L.L.C. and Phillieco, L.P., collectively d/b/a Sprint PCS (herein collectively called "Sprint PCS") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of this request, United shows the following:

1. United and Sprint PCS have successfully negotiated the Agreement which provides for the continued interconnection of the company's networks, thereby facilitating Sprint PCS's provision of commercial mobile radio service ("CMRS") to residential and business end users. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the Tennessee Regulatory Authority ("TRA") for its consideration and approval.

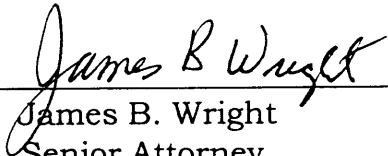
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and Sprint PCS within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement will permit Sprint PCS to receive and provide reciprocal transport and termination benefiting Sprint PCS's wireless customers.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms of the Agreement available to any other requesting CMRS providers.

United requests that the Authority approve the Agreement.

Respectfully submitted,
United Telephone-Southeast, Inc.

BY: 
James B. Wright
Senior Attorney
14111 Capital Boulevard
Wake Forest, NC 27587-5900
919/554-7587

This 27th day of July, 2000
18324



**Commercial Mobile Radio Services (CMRS)
INTERCONNECTION
AGREEMENT**

FOR THE STATE OF TENNESSEE

Effective: June 1, 2000

Ending: May 31, 2001

***SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AS
AGENT FOR WIRELESSCO, L.P., A DELAWARE LIMITED
PARTNERSHIP, AND
SPRINTCOM, INC., A KANSAS CORPORATION AND
COX COMMUNICATIONS PCS, L.P., A DELAWARE LIMITED
PARTNERSHIP, AND
APC PCS, L.L.C., A DELAWARE LIMITED PARTNERSHIP, AND
PHILLIECO, L.P., A DELAWARE LIMITED PARTNERSHIP,
ALL FOREGOING ENTITIES JOINTLY D/B/A SPRINT PCS***

and

UNITED TELEPHONE – SOUTHEAST, INC.

TABLE OF CONTENTS

PART A – DEFINITIONS.....	1
1. Defined Terms	1
PART B – GENERAL TERMS AND CONDITIONS.....	6
1. Scope of this Agreement.....	6
2. Regulatory Approvals	7
3. Term and Termination	8
4. Post Termination Interim Service Arrangements	9
5. Audits and Examinations	9
6. Intellectual Property Rights	10
7. Limitation of Liability	11
8. Indemnification	11
9. Confidentiality and Publicity	12
10. Warranties	13
11. Assignment and Subcontract.....	13
12. Governing Law	14
13. Relationship of Parties	14
14. No Third Party Beneficiaries	14
15. Notices	14
16. Waivers	15
17. Survival	15
18. Force Majeure	15
19. Dispute Resolution Procedures	16
20. Cooperation on Fraud	17
21. Taxes	17
22. Amendments and Modifications	17
23. Severability	17
24. Headings Not Controlling	17
25. Entire Agreement.....	18
26. Counterparts.....	18
27. Successors and Assigns.....	18
28. Implementation	18
PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION	19
1. Interconnection	19
2. Exchange of Traffic	22
3. Types of Traffic and Services	23
4. Compensation	24
5. Charges and Payment.....	28
6. Billing	28
PART D – NETWORK MAINTENANCE AND MANAGEMENT.....	30
1. General Requirements.....	30

2.	Restoration of Service in the Event of Outages	31
3.	Service Projections.....	31
4.	Quality of Service	32
5.	Information	32
PART E – ACCESS TO TELEPHONE NUMBERS		32
1.	General Requirements.....	32
ATTACHMENT I – PRICE LIST		34

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Sprint Spectrum L.P., a Delaware limited partnership, as agent for Wirellessco, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas Corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and Phillieco, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS (herein collectively referred to as "PCS"), and United Telephone – Southeast, Inc., a Virginia corporation, ("Sprint") hereinafter collectively, "the Parties," entered into and effective this 1st day of June, 2000 ("Effective Date"), for a term ending May 31, 2001 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and PCS; 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 Tennessee Regulatory Authority (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the State of Tennessee;

Now, therefore, in consideration of the terms and conditions contained herein, PCS and Sprint hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties 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.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.4.1. Directory Assistance;

*Sprint / Sprint PCS
CMRS Interconnection Agreement – TN
Effective Date: 6/1/00*

- 1.4.2. 911/E911;
- 1.4.3. Operator call termination (busy line interrupt and verify); and
- 1.4.4. Information services requiring special billing (e.g., 900 and 950).
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.6. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.6.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
 - 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.6.3. A "Mobile Switching Center" or MSC is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits to and from End Office Switches and between and among aggregation points, points of termination, or points of presence. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
 - 1.6.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Collocation" means the right of PCS 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, PCS obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that PCS provides to Sprint.
- 1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 CFR Section 20.3.
- 1.9. "Common Transport" means a local interoffice transmission path between the Tandem Switch and an End Office switch or between an End Office switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.10. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC") means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.11. "Dedicated Transport" provides a local interoffice transmission path between Sprint's Central Office and the PCS's Central Office. Dedicated transport is limited to the use of a single customer.

- 1.12. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.13. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.14. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.15. "FCC" means the Federal Communications Commission.
- 1.16. "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.
- 1.17. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third-party provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.18. "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.
- 1.19. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.20. "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means 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.
- 1.21. "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.22. "Local 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 and terminates within the same MTA, as defined in 47 C.F.R. 24.202. (This shall not affect Sprint's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas.) The Parties disagree concerning the proper basis for intercarrier compensation relating to Internet Service Provider ("ISP") traffic, that is, whether ISP traffic should be compensated as if it is Local Traffic (the "ISP Issue"). The Parties agree that such traffic between them, if any, is presently de minimus. At such time as this traffic is no longer de minimus and either Party can economically track and measure such traffic, either Party may require that the ISP Issue be negotiated in good faith for a period of not less than 30 days from the date such negotiations are requested, and thereafter either Party may initiate

Dispute Resolution pursuant to Section B.19 to seek resolution of the ISP Issue. Upon the conclusion of FCC proceeding CC Docket No. 99-68, the compensation rate established in that proceeding applicable to Internet Service Provider Traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirement of such proceeding) shall be applied prospectively.

- 1.23. "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 47 C.F.R. 24.202(a).
- 1.24. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.
- 1.25. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.26. Non-local traffic – For purposes of reciprocal compensation under this agreement, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, is an InterMTA call, as defined in 47 C.F.R. 24.202. For all other purposes, non-local traffic is traffic that does not originate and terminate within Sprint's local calling area, including mandatory EAS.
- 1.27. "NANP" means the North American Numbering Plan.
- 1.28. "NPA" means Numbering Plan Area, which is sometimes referred to as an area code.
- 1.29. RESERVED.
- 1.30. "OBF" means the Ordering And Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.31. "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 PCS, including provisioning and repair, at least equal in quality to 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 PCS as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.32. "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. Ancillary services, transit traffic and switched access traffic are not included in the PLU calculation.
- 1.33. "Point Of Interconnection" ("POI") is a technically feasible point of demarcation where the networks of Sprint and PCS interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code. The parties agree to work toward an efficient network.
- 1.34. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.35. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, and wireless Carriers.
- 1.36. "Tariff" means 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. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.37. "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.
- 1.38. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.39. "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.
- 1.40. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or PCS, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.41. "Transit Traffic" means Local or non-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.
- 1.42. "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.

- 1.43. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's 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 basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between PCS and Sprint. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS. Such Wireless Interconnection will not be used to terminate other non-CMRS traffic.
- 1.2. Other interconnections are covered by separate contract, tariff or price lists. PCS may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any Ancillary services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.
- 1.3. Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing PCS reasonable notice, but in no case less than sixty (60) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Sprint agrees to cooperate with PCS in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.4. Sprint will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.
- 1.5. The services and facilities to be provided to PCS 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 but only to the extent that specific

terms and conditions governing such services or facilities are not described in the Agreement.

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 PCS 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. PCS shall not order services under this Agreement before the 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, modifies 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. Section 2.2 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. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

3. TERM AND TERMINATION

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if PCS has any outstanding past due related to interconnection obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date unless agreed to by both parties.
- 3.2. For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that Sprint is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.
- 3.3. Except as provided herein, Sprint and PCS agree to provide service to each other on the terms of this Agreement for a period ending May 31, 2001 ("End Date").
- 3.4. Reserved.
- 3.5. 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:
 - 3.5.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - 3.5.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
- 3.6. 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.
- 3.7. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon 60 days prior written notice.

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1. Because the original term of this Agreement is one year or less, the Parties agree that, unless either Party gives notice to the other Party 60 days prior to the End Date that such Party declines to provide or receive uninterrupted service under this Agreement following the End Date, notice of intent to negotiate under Sections 251 and 252 of the Act shall be deemed to have been given by PCS to Sprint as of the End Date. In such event, the End Date will be extended for 160 days. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until 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.
- 4.2. In the event that this Agreement expires under §3.3, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §3.5, or for termination upon sale under §3.7, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted at the request of either Party under the terms of:
- 4.2.1. a new agreement voluntarily entered into by the Parties; or
 - 4.2.2. service provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or
 - 4.2.3. PCS elects to take services from Sprint pursuant to the exercise of its statutory right to adopt other wireless carriers' rates, terms and conditions under section 252(i) of the Act for the remaining term of that agreement. If neither §4.2.1 nor §4.2.2 are in effect, and PCS does not designate an agreement under this subsection, Sprint may designate such agreement, subject to PCS's rights under 47 U.S.C. §252(i).

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 Audit per 12-month period commencing with the Effective Date. Any Audit will cover the most recent 12-month period prior to the request for the audit.
- 5.2. Upon sixty (60) days written notice by the Requesting Party to the other "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 sixty (60) day period, the Parties shall reasonably agree upon the

scope of the Audit, the documents and processes to be reviewed, and the beginning date, 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). The parties agree that the final audit report will be completed and submitted to the Audited party within sixty (60) days of the beginning date of the Audit.

- 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 §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 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. Adjustments or credits are limited to the twelve-month period that coincides with the Audit period. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission 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 a statement expressly waiving such right appears in writing, is signed by an 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 two years after expiration or termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. 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 Sprint to ensure, at no separate or additional cost to PCS, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Sprint's network to the extent of Sprint's own use of facilities

or equipment (including software) in the provision of service to its end-user customers, but not that may be required to enable PCS to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by PCS to its end-user customers.

- 6.2. Following notice of an infringement claim against Sprint based on the use by PCS of a service or facility, PCS shall at PCS's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if PCS fails to do so, Sprint may charge PCS for such costs as permitted under a Commission order.

7. LIMITATION OF LIABILITY

- 7.1. 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 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 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.

8. INDEMNIFICATION

- 8.1. Each Party agrees to defend 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 to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 8.2. PCS shall defend, indemnify and hold harmless Sprint from all claims by PCS's subscribers.
- 8.3. Sprint shall defend, indemnify and hold harmless PCS from all claims by Sprint's subscribers.
- 8.4. The indemnifying Party under this Article 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.
- 8.5. 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 Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

- 8.6. 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 Article 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 promptly 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.
- 8.7. When the facilities or services of other companies or carriers are used in establishing connections to and/or from points not reached by a Party's facilities, neither Party shall be liable for any act or omission of the other companies or carriers.
- 8.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, 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's 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 §7.1 above).

9. CONFIDENTIALITY AND PUBLICITY

- 9.1. 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 including but 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").
- 9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) 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 (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) 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.

- 9.4. Unless otherwise agreed, 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 §9.4 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.
- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring 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.
- 9.6. Except as otherwise expressly provided in this Section 9, 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.

10. WARRANTIES

- 10.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11. ASSIGNMENT AND SUBCONTRACT

- 11.1. 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 PCS 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.

- 11.2. Except as herein before provided, and except for 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.

12. GOVERNING LAW

- 12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement has been filed, without regard to its conflicts of laws principles, shall govern.

13. RELATIONSHIP OF PARTIES

- 13.1. It is the intention of the Parties that each shall 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.

14. NO THIRD PARTY BENEFICIARIES

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

15. NOTICES

- 15.1. 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 sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to Sprint: Director – Local Carrier Markets
Sprint MS: KSOHPM0310-3A453
6480 Sprint Pkwy
Overland Park, KS 66251

If to PCS: Legal/Regulatory Sprint PCS
4900 Main
KC, MO 64112

with a Director – Law & External Affairs
copy to: Sprint LTD, MS: KSOPKJ0505
5454 W. 110th Street
Overland Park, KS 66211

with a Carrier Interconnection Mgmt.
copy to: Sprint PCS
11880 College Blvd.
Overland Park, KS 66210

- 15.2. 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 15.

16. WAIVERS

- 16.1. 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.
- 16.2. 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.
- 16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

17. SURVIVAL

- 17.1. 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 Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

18. FORCE MAJEURE

- 18.1. 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 18 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. Subject to Section 3 hereof, 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 delayed 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 PCS.

19. DISPUTE RESOLUTION PROCEDURES

- 19.1. 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. Upon such a submission, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than 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.
- 19.2. 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 30 days of its receipt of the invoice containing such disputed amount give written 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 late charges, if appropriate, upon final determination of such dispute.
- 19.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within 30 days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 19.4. If the Parties are unable to resolve issues related to the Disputed Amounts within 30 days after the Parties' appointment of designated representatives pursuant to §19.3,

then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

20. COOPERATION ON FRAUD

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

21. TAXES

21.1. Any 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.

22. AMENDMENTS AND MODIFICATIONS

22.1. 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.

23. SEVERABILITY

23.1. Subject to Section 2 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

24. HEADINGS NOT CONTROLLING

24.1. 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.

25. ENTIRE AGREEMENT

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, 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.

26. COUNTERPARTS

26.1. 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.

27. SUCCESSORS AND ASSIGNS

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

28. IMPLEMENTATION

28.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

29. CONTRACT AFFILIATIONS

29.1 Nothing in this Agreement shall prohibit PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the PCS's brand name. Traffic originating on such extended networks shall be treated as PCS traffic under the terms and conditions of this Agreement, and such third parties shall be treated as agents of PCS under this Agreement. Before any such third party manager is permitted to order facilities, interconnection, or services under the terms of this Agreement, they will be required to provide Sprint a Letter of Authorization signed by PCS identifying such third party as manager of the PCS's network. PCS shall provide all billing and contact information necessary to process such orders.

PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION

1. INTERCONNECTION

- 1.1. PCS shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. PCS may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. The Parties agree to interconnect at one or more of Sprint's Tandem Switches or to Sprint's End Office Switches. For each LATA in which PCS wants to establish Interconnection with Sprint, PCS must establish at least one physical POI in each LATA containing a Sprint wire center with which PCS and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation.
- 1.3. Interconnection Facilities
 - 1.3.1. Interconnection mid-span meet arrangements will be made available to PCS.
 - 1.3.2. For construction of new facilities, Sprint shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is less. PCS shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is greater.
 - 1.3.3. If a mid-span meet arrangement is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and PCS, the relative use factor will be reduced by the proportionate percentage of route provided by each party. Or, should either Party prefer, new interconnection facilities may be provisioned via third party facilities or PCS can lease tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
 - 1.3.4. If third-party-leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates.
 - 1.3.5. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation between Sprint's facility and PCS's equipment as long as the end point is within a LATA containing a Sprint wire center.
- 1.4. Interconnection to Sprint is possible with the following types of interconnection:
 - 1.4.1. Type 1 Interconnection. Type 1 interconnection is a trunk connection with line treatment at an end-office or remote switch subtending that end-office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1

Interconnection uses multifrequency (MF) address pulsing and supervision only and will provide PCS access to the NXX codes served by that individual End Office (or remote), the Tandem on which that End Office (or remote) subtends, and other End Offices subtending that Tandem.

- 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach Operator Services, E911, or to carry 800 or 900 traffic.
- 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, E911, or to carry 800 or 900 traffic.
- 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
- 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
- 1.5. Interconnection to a PCS location within an MTA will provide Sprint with access to the PCS's facilities within that MTA and to other companies which are likewise connected to PCS within that MTA for local and toll service purposes.
- 1.6. Where PCS requires, 800 traffic or ancillary services (e.g., Directory Assistance, Operator Assistance, E911), separate trunking will be provided at PCS's expense as required for interconnection and routing to such ancillary services.
- 1.7. Sprint agrees to provide PCS with collocation space in its facilities reasonably necessary to accommodate PCS'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 PCS's firm order.
- 1.8. Establishing a Rate Center
 - 1.8.1. When Sprint delivers traffic to or receives traffic from PCS on a Type 2A basis, PCS may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which PCS is interconnected when the chosen rate center meets the following criteria:
 - 1.8.1.1. it is a Sprint exchange;

- 1.8.1.2. it is served by the same access Tandem Switch; and
- 1.8.1.3. it is in the same or a different local calling area than the exchange where PCS's interconnection exists.
- 1.8.2. For tandem interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each rate center. The parties agree to abide by applicable FCC/Commission orders relating to number assignment and that the parties will rate and route according to information populated in the LERG.
- 1.8.3. PCS will also designate a rating point and routing point for each NPA/NXX code assigned for PCS's use. PCS shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for PCS's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for PCS's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.
- 1.8.4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.
- 1.8.5. To the extent that PCS uses numbers from the NPA/NXX blocks to provide fixed (non-mobile) telecommunications services over its CMRS network using its CMRS spectrum, the parties disagree regarding the type of compensation applicable to these fixed services (hereinafter, the "Disputed Issue"). Within 30 days after PCS begins to offer such fixed services, PCS will provide notice to Sprint, and the parties may commence negotiations over the Disputed Issue. Given that there is no meeting of the minds between the Parties as to the Disputed Issue, the Parties' execution of this Agreement does not constitute an admission that the other Party's position with respect to the Disputed Issue is lawful or reasonable, or a release or waiver of a Party's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does

not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement relating to the Disputed Issue, or to petition the Commission, or other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement in connection with the Disputed Issue. At such time as there is an FCC or Commission order in effect on this subject, the parties agree to comply with such order, and to renegotiate any necessary terms pursuant to Section 2.2 of this Agreement.

- 1.9. The provisions of this Section shall apply to Sprint's interconnection to PCS's network for the purpose of routing all the types of traffic.
- 1.10 For all 911/E911 traffic originating from PCS, it is the responsibility of PCS and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from PCS will be processed.

2. EXCHANGE OF TRAFFIC

- 2.1. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the provision of this Article 2 will apply.
- 2.2. The Parties agree to establish trunk groups from the POI such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, where applicable, and directory assistance/operator service switches if available and necessary.
- 2.3. When traffic is not segregated according to traffic types, Sprint PCS will bill land to mobile traffic as if 100% of the traffic is local. Sprint will bill 95% of the mobile to land traffic as local, and will use a 5% InterMTA jurisdictional traffic factor for mobile to land traffic. The Parties also agree that PCS will provide Sprint with a percent interstate use factor (PIU) during the implementation of the contract. The PIU will be based upon actual traffic between the Parties, as recorded by PCS. PCS will provide updates to the PIU factor as necessary, but not more than quarterly. Any PIU provided by PCS shall be used going forward upon mutual agreement of the Parties. To the extent that PCS cannot provide a PIU, the Parties agree that they will use a PIU of 40%, such that the InterMTA traffic derived from the InterMTA traffic factor shall be treated as 40% interstate and 60% intrastate. These factors, which are used for billing, are influenced by the unique MTA geography of PCS and the local service areas served by Sprint. Either Party may 1) begin to use actual recorded usage upon notification to the other Party, or 2) may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage or PIU. The results of such study will be used going forward upon mutual agreement of the Parties; provided, however, that the InterMTA factor shall not be revised more often than once every six (6) months. Sprint and PCS reserve the right to verify any such study to ensure that the proper

factor is being applied. PCS agrees to work with Sprint to ensure the necessary traffic data required for sampling purposes is available for such verification.

- 2.4. 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.
- 2.5. 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 PCS.
- 2.6. In the event SS7 facilities are not available from Sprint, PCS may, at its option, obtain multifrequency signaling.
- 2.7. Where available, Sprint agrees to provide carrier identification parameter (CIP) within PCS's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 2.9. 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.
- 2.10. Each Party is responsible for the transport of originating calls from its network to the technically feasible point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.
- 2.11. Use of a third party provider of SS7 trunks, for connection PCS to the Sprint SS7 systems is permitted.

3. TYPES OF TRAFFIC AND SERVICES

- 3.1. The types of traffic to be exchanged pursuant to the terms of this Agreement include: Local Traffic, Transit Traffic, Indirect Traffic and Ancillary Traffic, as defined in Part A of this Agreement.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Sprint will provide intermediary tandem switching and transport services for PCS's connection of its end user to a local end user of: (1) CLECs, (2) another incumbent local exchange telecommunications carrier other than Sprint, (3) IXC's, and (4) other CMRS carriers.
- 3.3. Sprint agrees not to impose restrictions on other traffic types delivered to/from the Point of Interconnection (POI) but reserves the right to require development and

reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or PCS's actual usage reporting. Sprint and PCS reserve the right to measure and audit all traffic to ensure that proper rates are being applied. PCS agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

4. COMPENSATION

4.1. Non-Local Traffic

4.1.1. Compensation for the termination of non-Local traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections (see Type 1 interconnections in Part C, paragraph 1.4.1) between Sprint and PCS will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 1010XXX dialing is used. PCS is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Sprint is the designated toll carrier, for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's tariffed rate.

4.1.3. 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, applicable rates, or via other appropriate meet-point access arrangements (see 6.4 regarding Meet Point Billing). Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.

4.2. Local Traffic. Under this agreement, Sprint is only required to compensate PCS for terminating Local Traffic, as defined in Part A. The rates set forth on Attachment I shall be used. In the event, the FCC or the Commission do 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 FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission.

4.2.1. Traffic Terminating to Sprint

4.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from PCS over Sprint facilities to a Sprint end office through a Sprint tandem

*Sprint / Sprint PCS
CMRS Interconnection Agreement – TN
Effective Date: 6/1/00*

would include charges from Sprint to PCS for Direct Transport to the tandem, Tandem Switching, Common Transport to the End Office and End Office switching.

4.2.1.2. Rate Elements.

4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.

4.2.1.2.2. Transport

4.2.1.2.2.1. Direct Transport rates apply to dedicated transport facilities that PCS leases from Sprint.

4.2.1.2.2.2. Common Transport rates apply to PCS traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.

4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem.

4.2.1.2.4. Nonrecurring Charges. All new interconnections or additions to existing interconnections between PCS's connecting facilities or MSCs and Sprint's Central Offices are subject to a nonrecurring charge.

4.2.2. Traffic Terminating to PCS

4.2.2.1. PCS will bill Sprint the same rates as Sprint charges PCS for Local Traffic terminating on its network until such time as FCC or Commission-approved cost studies are enacted.

4.2.2.1.1. Tandem Interconnection Charge. Once PCS has measurement capability, PCS 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 PCS via a tandem interconnection with Sprint.

4.2.2.1.2. End Office Interconnection Charge. Once PCS has measurement capability, PCS 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 PCS via an end-office interconnection with Sprint.

*Sprint / Sprint PCS
CMRS Interconnection Agreement – TN
Effective Date: 6/1/00*

- 4.3. Indirect Traffic Terminating to Sprint. Rate elements that may be charged to PCS are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charges set forth in Attachment I except where the transiting LEC and Sprint End Office are collocated.
- 4.4. Indirect Traffic Terminating to PCS. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I except where the transiting LEC and PCS's MSC are collocated.
- 4.5. Transit Traffic. PCS shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when PCS uses a Sprint access tandem to terminate Local Traffic to a third-party LEC or another carrier. Sprint shall pay PCS a transit rate equal to the Sprint rate referenced above when Sprint uses a PCS switch to terminate Local Traffic to a third-party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third-party LEC or another carrier to which the traffic is transited.
- 4.6. Paging Traffic. 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 Commissions.
- 4.7. Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage by individual rate element from PCS to Sprint, Sprint will bill PCS a state-specific composite rate for all usage. The composite rate will be developed using the individual rate elements specified in 4.2.1 preceding and as set forth in Attachment I of this agreement. An inventory of the PCS's trunks by type of interconnection is obtained to develop a percentage of each interconnection type. 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. At such time as Sprint commences using the CABS billing format, actual usage will be billed for each element, and the blended rate will no longer be used for billing.
- 4.8. Either Party may initiate a review, upon reasonable request of the other Party, of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.
- 4.9. PCS shall bill based on actual minutes of use. To the extent that PCS is unable to bill on actual minutes of use, for the first six months this Agreement is in effect, the carrier shall bill Sprint based upon 25% (20% - 80%) of the amount billed by Sprint to the carrier. This billing arrangement assumes that approximately 80% of the total traffic between the Parties is Sprint terminating traffic.
- 4.10. During this same six month period, the carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the

actual traffic volumes between the Parties, the results of which will be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for the carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.

4.11. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with applicable tariffs or price lists, whether the traffic is Local/EAS or non-local.

4.12. Interconnection Facilities

4.12.1 Should PCS obtain network interconnection facilities via a special access service arrangement from Sprint, the charges shall be determined by Sprint's applicable interstate tariff for such facilities. Where these facilities are used for two-way traffic, the applicable recurring charges, if any, will be reduced by the agreed upon percentage representing the estimated or actual percentage of traffic terminated on the network of the party purchasing the "shared" facilities.

4.12.2. For the first six months this Agreement is in effect and to the extent that PCS does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and PCS will allocate the cost of interconnection facilities based upon an agreed upon factor of mobile-to-land traffic volume and an agreed upon factor of land-to-mobile traffic volume (i.e., PCS will bill Sprint an amount equal to the land-to-mobile traffic factor times Sprint's total interconnection facilities billing to PCS). During this same six-month period, PCS may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the parties, the results of which will be used going forward to allocate the cost of interconnection facilities upon mutual agreement of the Parties. Traffic study results may be revised and used for PCS's billing to Sprint every six months thereafter upon mutual agreement of the parties and at the request of either party.

4.12.3 To the extent that a carrier uses actual minutes of use to calculate facilities chargeback, the chargeback percentage should not change more than semiannually. The chargeback percentage for the initial six (6) months will be agreed upon by the parties. No chargeback percentage change shall be applied retroactively.

4.12.4. If PCS provides 100% of the interconnection facility via lease of meet-point circuits between Sprint and a third party; or lease of third-party facilities or construction of its own facilities; PCS may charge Sprint for proportionate amount based on relative usage using the lesser of (1) Sprint's dedicated interconnection rate; (2) its own costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual lease cost of the interconnecting facility.

- 4.12.5. Neither party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. However, neither party can dictate what the other party will order to serve the ordering party's customers. The party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other party for such purposes and will be obligated to pay the full cost of such facility. Sprint agrees to follow the rules/orders of the Commission regarding compensation for the delivery of Internet traffic.

5. CHARGES AND PAYMENT

- 5.1. 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 Part B, Sections 2.2 and 2.3 hereof.
- 5.2. Subject to the terms of this Agreement, the Parties shall pay undisputed invoices within 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.
- 5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5% or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 5.5. Sprint will not accept any new or amended order for Telecommunications Services Interconnection or other related services under the terms of this Agreement from PCS while any past due, undisputed charges remain unpaid for any service, and reserves the right to terminate existing services.

6. BILLING

- 6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third-party LEC providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier 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.
- 6.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information

to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company

- 6.3. When a third-party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.
- 6.4. Meetpoint.
 - 6.4.1 When the Parties jointly provide switched access services to an interexchange carrier ("IXC") the Parties will establish industry standard Meet Point access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document, MECAB-006, issue 6, February 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. Such exchange of data shall commence on the effective date of this Agreement.
 - 6.4.2 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party shall implement "Multiple Bill Alternative Implementation Option One" wherein each Party bills the IXC for its portion of the jointly provided switched access services.
- 6.5. Reserved.
- 6.6. Transit Traffic. If the terminating Party requests, and the transiting company does not provide the terminating Party with the originating record in order for the terminating Party to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.
- 6.7. Exchange of Records
 - 6.7.1. Carrier and Sprint will exchange records based on mutually agreed upon industry standards and electronic data processes to the extent those standards exist.

- 6.7.2. PCS and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. PCS and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both PCS and Sprint agree to work towards implementation of these standards.
- 6.8. Sprint and PCS agree to exchange test files to support implementation of billing prior to live bill production. PCS and Sprint agree to provide a report of actual measured traffic in an agreed-upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

1. GENERAL REQUIREMENTS

- 1.1. 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.
- 1.2. 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.
- 1.3. Sprint will process PCS maintenance requests at Parity.
- 1.4. 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:
- 1.4.1. Any cable or electronics outage that affects 50% or more of the in-service lines of a central office or 1,000 access lines, whichever is less with a duration of two minutes or more.
- 1.4.2. Toll or EAS isolation of an entire exchange with a duration of two minutes or more.
- 1.4.3. Any digital cross connect or fiber optic complete system failure lasting two minutes or more.
- 1.5. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of

services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

- 1.6. Sprint will ensure that all applicable alarm systems that support PCS customers are operational and the support databases are accurate. Sprint will respond to PCS customer alarms at Parity with response to alarms for its own carrier customers.
- 1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

- 2.1. Sprint shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, 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 PCS 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 PCS. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner as prescribed by Sprint's Tariff.
- 2.2. PCS and Sprint will agree on a process for circuit restoration.

3. SERVICE PROJECTIONS

- 3.1. Sprint and PCS will provide a non-binding two-year intercompany forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:
 - 3.1.1. Common Language Location Identifier (CLLI-MSG) codes for tandem and end office locations;
 - 3.1.2. Two-Six Codes for each trunk group;
 - 3.1.3. Quantity of trunks in service;
 - 3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;
 - 3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in

anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

4. QUALITY OF SERVICE

- 4.1. Interconnection quality of service shall be at Parity with that provided by Sprint for its own services.
- 4.2. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- 4.3. PCS and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.
- 4.4. PCS and Sprint will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

5. INFORMATION

- 5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS

1. GENERAL REQUIREMENTS

- 1.1. 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.

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

PCS

Sprint

By: Keith Pagluich

By: William E. Cheek

Name: KEITH PAGLUICH

Name: William E. Cheek

Title: SR VP OPERATIONS

Title: VP – Sales & Account Mgmt.

Date: 6-14-00

Date: 7/12/00

ATTACHMENT I – PRICE LIST

Description	State - TN
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	\$0.003022
Tandem Switching Per Minute of Use	\$0.001221
Common Transport per Minute of Use	\$0.001672
TRANSPORT	
Inter-exchange DS1 Direct Transport	See rate schedule
Inter-exchange DS3 Direct Transport	See rate schedule
NRC DS1	\$191.75
NRC DS3	\$220.42
Common Transport per Minute of Use	\$0.001672
Common Transport Remote Factor	0.297081
Common Transport to Remotes per Minute of Use	\$0.004967
INTERCONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$102.06
NRC DS3	ICB
FEATURES	
Multi-Line Hunt	\$0.23
NRC Multi-Line Hunt	\$21.75
SS7 Signaling per Trunk	Tariff
911 Tandem Port	\$23.89
NRC 911 Tandem Port	\$114.02

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

Rate Table

Originating	Terminating	Dedicated DS1	Dedicated DS3
Abingdon, VA	Midway	293.57 ICB	
Baileyton	Greeneville	520.14 ICB	
Baileyton	Limestone	1011.58 ICB	
Baileyton	Mosheim	704.31 ICB	
Blountville	Bluff City	261.24	5790.51
Blountville	Bristol, TN and Bristol, VA	155.47	2895.25
Blountville	Church Hill, Mt. Carmel	367.01	8685.76
Blountville	Fall Branch	399.34	9692.86
Blountville	Kingsport	155.47	2895.25
Blountville	Midway (Sullivan County)	261.24	5790.51
Blountville	Morrison City, VA	155.47	2895.25
Blountville	Sullivan Gardens	399.34	9692.86
Bluff City-Piney Flats	Bristol, TN and Bristol, VA	155.47	2895.25
Bluff City-Piney Flats	Church Hill	261.24	5790.51
Bluff City-Piney Flats	Fall Branch	293.57	6797.60
Bluff City-Piney Flats	Kingsport	155.47	2895.25
Bluff City-Piney Flats	Midway (Sullivan County)	261.24	5790.51
Bluff City-Piney Flats	Sullivan Gardens	293.57	6797.60
Bristol, TN	Church Hill	261.24	5790.51
Bristol, TN	Fall Branch	293.57	6797.60
Bristol, TN	Johnson City	86.00 ICB	
Bristol, TN	Kingsport	155.47	2895.25
Bristol, TN	Midway (Sullivan County)	261.24	5790.51
Bristol, TN	Sullivan Gardens	293.57	6797.60
Butler	Elizabethton	184.17	3902.35
Butler	Hampton	184.17	3902.35
Butler	Roan Mountain	1047.03 ICB	
Butler	Stoney Creek	368.33 ICB	
Church Hill-Mt.Carmel	Fall Branch	293.57	6797.60
Church Hill-Mt.Carmel	Kingsport	155.47	2895.25
Church Hill-Mt.Carmel	Midway (Sullivan County)	367.01	8685.76
Church Hill-Mt.Carmel	Morrison City, VA	155.47	2895.25
Church Hill-Mt.Carmel	Sullivan Gardens	293.57	6797.60
Elizabethton	Hampton	184.17	3902.35
Elizabethton	Roan Mountain	1047.03 ICB	
Elizabethton	Stoney Creek	184.17	12707.47
Fall Branch	Kingsport	184.17	3902.35
Fall Branch	Midway (Sullivan County)	399.34	9692.86
Fall Branch	Morrison City, VA	184.17	3902.35
Fall Branch	Sullivan Gardens	184.17	3902.35

*Sprint / Sprint PCS
CMRS Interconnection Agreement – TN
Effective Date: 6/1/00*

Greeneville	Bulls Gap*	1047.03 ICB	
Greeneville	Limestone	491.44	11359.24
Greeneville	Mosheim	184.17	12707.47
Hampton	Roan Mountain	1047.03 ICB	
Hampton	Stoney Creek	368.33 ICB	
Johnson City	Abingdon		3656.00
Johnson City Main	Jonesborough-Sulphur Springs	184.17	3902.35
Johnson City Main	Limestone	184.17	3902.35
Johnson City Main	Midway (Washington County)	155.47	2895.25
Johnson City North	Jonesborough-Sulphur Springs	293.57	6797.60
Johnson City North	Limestone	293.57	6797.60
Johnson City North	Midway (Washington County)	155.47	2895.25
Johnson City North	Wytheville	243.54	5050.84
Jonesborough-Sulphur Springs	Limestone	184.17	3902.35
Jonesborough-Sulphur Springs	Midway (Washington County)	399.34	9692.86
Kingsport	Midway (Sullivan County)	261.24	5790.51
Kingsport	Sullivan Gardens	184.17	3902.35
Limestone	Midway (Washington County)	293.57	6797.60
Limestone	Mosheim	675.61 ICB	
Midway (Sullivan County)	Midway (Washington County)	261.24	5790.51
Midway (Sullivan County)	Morrison City, VA	261.24	5790.51
Midway (Sullivan County)	Sullivan Gardens	399.34	9692.86
Mosheim	Bulls Gap*	1047.03 ICB	
Mountain City	Shady Valley*	1538.47 ICB	
Roan Mountain	Stoney Creek	1231.20 ICB	