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February 20, 2002

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

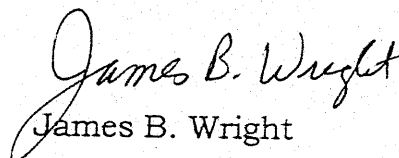
Re: CMRS Interconnection Agreement between
United Telephone and Nextel

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 NPCR, Inc. d/b/a Nextel Partners. United is not aware of any provisions in this agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of fifty dollars for the filing fee for both companies. Please contact me or Laura Sykora if you have any questions.

Sincerely,


James B. Wright

Enclosures

cc: Laura Sykora
Kaye Odum
Brent Eilefson (Nextel)
Tim Phillips, CAPD (w/enclosure)

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

In re: Petition for Approval of a	)	
CMRS Interconnection Agreement	)	
Negotiated by United Telephone-	)	Docket No. _____
Southeast, Inc. and NPCR, Inc.	)	
d/b/a Nextel Partners	)	

PETITION

COMES NOW, United Telephone-Southeast, Inc. ("United"), and files this request for approval of a Commercial Mobile Radio Service Interconnection Agreement dated February 1, 2002 (the "Agreement") negotiated between United and NPCR, Inc. d/b/a Nextel Partners ("Nextel") 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 Nextel have successfully negotiated the Agreement which provides for the continued interconnection of the company's networks, thereby facilitating Nextel'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.

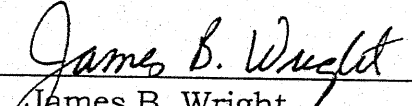
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and Nextel within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement 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 Nextel to receive and provide reciprocal transport and termination benefiting Nextel'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 provider.

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 20th day of February, 2002



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

FOR THE STATE OF TENNESSEE

**Effective: The Later of February 1, 2002 or
Approval by the Tennessee Regulatory Authority**

Ending: January 31, 2003

**NPCR, Inc.
d/b/a Nextel Partners**

and

United Telephone – Southeast, Inc.

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

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INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement"), is entered into by and between **NPCR, Inc. d/b/a Nextel Partners** ("Carrier"), a Delaware corporation, and **United Telephone – Southeast, Inc.** ("Sprint"), a Virginia corporation, hereinafter collectively, "the Parties," entered into and effective as of later of February 1, 2002, or approval by the Tennessee Regulatory Authority ("Effective Date"), for a term ending January 31, 2003 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and Carrier; 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 orders, rules and regulations of the Tennessee Regulatory Authority ("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, Carrier 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;
 - 1.4.2. 911/E911;

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- 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. "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem 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" is as defined by the FCC or the Commission.
- 1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.9. "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and a Sprint End Office Switch, or between two End Office Switches or between a Sprint 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 Carrier'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.

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- 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 LEC 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 Sprint and Carrier 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. For purposes of this agreement, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 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. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.27. "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.28. "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.29. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.30. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, 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

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non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.31. "Point Of Interconnection" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code.
- 1.32. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.33. "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.
- 1.34. "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.
- 1.35. "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.
- 1.36. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.37. "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.
- 1.38. "Transit Service" means the delivery of Transit Traffic, either network or originated, on a 1A, and terminated on the other Party's network.
- 1.39. "Transit Traffic" means traffic that either originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network, or originated on a third party Telecommunications Carrier's network, transited through one Party's network, and terminated on the other Party's network that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.40. "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.

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- 1.41. "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities 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 Carrier 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 services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 1.2. Other interconnections are covered by separate contract, tariff or price lists. 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.
- 1.3. Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than 30 days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier 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 Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC. . In the event that the provisions of this agreement and the tariff are in conflict, then the terms of the tariff will prevail.

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2. REGULATORY APPROVALS

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date and approval of this Agreement by the Tennessee Regulatory Authority. 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.
 - 2.3.1 On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §§51.505(b)(1) and 51.609. The Eighth Circuit Decision will be effective upon issuance of a Mandate. This Decision affects certain provisions of the Agreement, including many of the rates and/or the wholesale discount(s) contained in the Agreement.

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- 2.3.2 Pursuant to paragraphs 2.2 and 2.3 of the Agreement, either Party may require that the affected provisions of the Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. The rates and terms currently in the Agreement that are affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.
- 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 Carrier has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any 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 and approval of this Agreement by the Tennessee Regulatory Authority
- 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 Carrier agree to provide service to each other on the terms of this Agreement for a period ending on the End Date.
- 3.4. In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide to Sprint written notification appropriate under the Act. 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 request.
- 3.5. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 30 days after written notice thereof. Default is defined to include:

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- 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. 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 provided that:
 - 4.1.1. a new agreement is voluntarily entered into by the Parties; or
 - 4.1.2. service is 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
 - 4.1.3. Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between Sprint and another carrier for the remaining term of that agreement. If neither §4.1.1 nor §4.1.2 are in effect, and Carrier does not designate an agreement under this subsection, Sprint may designate such agreement.

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.
- 5.2. Upon 30 days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make

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an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this §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. 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

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to the Carrier, 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 Carrier 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 Carrier to its end-user customers.

- 6.2. Following notice of an infringement claim against Sprint based on the use by Carrier of a service or facility, Carrier shall at Carrier's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if Carrier fails to do so, Sprint may charge Carrier 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. Carrier shall defend, indemnify and hold harmless Sprint from all claims by Carrier's subscribers.
- 8.3. Sprint shall defend, indemnify and hold harmless Carrier 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

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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 lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 8.8. 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 or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party 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

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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.

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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 upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 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 is 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 Carrier from providing its Telecommunications Services to other carriers.

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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 6480 Sprint Parkway Mailstop: KSOPHM0310-3A453 Overland Park, KS 66251	Copy to:	Director - Law & External Affairs Sprint Mailstop: KSOPKJ0505 5454 W. 110 th Street Overland Park, KS 66211
If to Nextel Partners:	NPCR, Inc. d/b/a Nextel Partners Attn: Brent G. Eilefson 10120 West 76th Street Eden Prairie, MN 55344 952-238-2572 Fax 952-238-7372 Mobile 612-221-2181 brent.eilefson@nextelpartners.com	Copy to:	NPCR, Inc. d/b/a Nextel Partners Attn: Don Manning 4500 Carillon Point Kirkland, WA 98033 425-576-3600

- 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

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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 Carrier.

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.

- 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 in accordance with §19.1. The Commission may direct payment of any or all funds to be paid to either Party. Such payment will be made within thirty days after final determination of such dispute.

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

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that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION

1. INTERCONNECTION

- 1.1. Carrier shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. Carrier 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 Carrier wants to establish Interconnection with Sprint, Carrier must establish at least one physical POI in each LATA containing a Sprint wire center with which Carrier 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 Carrier.
 - 1.3.2. For construction of new facilities for Interconnection, Sprint shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is less. Carrier 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 Carrier, the relative use factor will be adjusted to reflect the proportionate percentage of the route provided by each party. Or, should either Party prefer, new interconnection facilities may be provisioned via third party facilities or Carrier can lease tariffed services from Sprint. If Carrier chooses to lease tariff 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 Carrier'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 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. Type 1 Interconnection allows Carrier to establish connections to valid NXX codes within the local calling area of the End Office where the Type 1 Interconnection exists.
 - 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, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish their own dedicated NXX.
 - 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 EAS points, Operator Services, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish their own dedicated NXX.
 - 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/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 Carrier location within an MTA will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that MTA for local and toll service purposes.
- 1.6. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

- 1.7. Following execution of an appropriate agreement, Sprint agrees to provide Carrier with collocation space in its facilities consistent with the Act, FCC or Commission rules.
- 1.8. Establishing a Rate Center
 - 1.8.1. When Sprint delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen rate center meets the following criteria:
 - 1.8.1.1. it is a Sprint exchange; and
 - 1.8.1.2. it is served by the same access Tandem Switch;
 - 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.
 - 1.8.3. Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier'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 Carrier'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, however, the routing point must be in Sprint's serving territory. 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. Carrier agrees not to provide fixed wireless services under the terms of this agreement.

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

2. EXCHANGE OF TRAFFIC

- 2.1. Where the Parties interconnect for the purpose of exchanging traffic between networks, the provisions of this Article 2 will apply.
- 2.2. Each Party agrees to establish trunking groups from the POI to its designated switching center(s) including, but not limited to, those containing End Office switches, Tandem switches, 911 routing switches, and directory assistance/operator service switches, if available and necessary.
- 2.3. When traffic is not segregated according to traffic types, the Parties have agreed to use an InterMTA traffic factor and a percent interstate usage factor ("PIU") to estimate the amount of traffic that is InterMTA. Based upon the unique MTA geography of the areas served by the Parties, for the first three months of this Agreement, and thereafter unless changed as provided herein, the InterMTA traffic factor shall be 10%, which shall be applied only on minutes of use terminating from Carrier to Sprint, and the PIU factor shall be 50%, such that 50% of the InterMTA traffic shall be treated as interstate, and 50% shall be treated as intrastate. Following the initial three month period, either Party 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 and/or PIU, the results of which will be used going forward upon mutual agreement of the Parties; provided, however, that the InterMTA factor and PIU shall not be revised more often than once every six months. Carrier agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such study.
- 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 Carrier.
- 2.6. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multifrequency signaling.
- 2.7. Where available, Sprint agrees to provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.

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- 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 POI, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

3. TYPES OF TRAFFIC AND SERVICES

- 3.1. This Agreement applies only to the exchange of Local Traffic, which includes Transit Traffic, Indirect Traffic and Ancillary Traffic, but only to the extent they are also Local Traffic. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are handled elsewhere, as referenced in sections 1.1 and 1.2 of Part B and 4.1 of Part C.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection, Sprint will provide Transit Services for Carrier's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Sprint, (3) IXC's, and (4) other CMRS carriers. Sprint may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

4. COMPENSATION

4.1. Non-Local Traffic

- 4.1.1. Compensation for Non-Local 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 between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 1010XXX dialing is used. Carrier 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 tarified rate.

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4.2. Local Traffic. Under this Agreement, Sprint is only required to compensate Carrier for terminating Local Traffic. The rates set forth on Attachment I shall be used. In the event the FCC or the Commission establishes 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. Reciprocal compensation for Local Traffic

4.2.1.1. Usage Charges. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier over Sprint facilities to a Sprint End Office through a Sprint Tandem Switch would include usage-based charges from Sprint to Carrier for Tandem Switching, Common Transport to the End Office, and End Office Switching.

4.2.1.2. Usage 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. CommonTransport.

4.2.1.2.3. Common Transport rates apply to Carrier traffic transported between Sprint's End Offices and Sprint's Tandem Switches, between Sprint's End Offices and Remotes subtending those End Offices, and between Sprint End Offices where Type 1 Interconnections exist.

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

4.2.2 Traffic Terminating to Sprint

4.2.2.1 Sprint will bill Carrier for Carrier originated direct Local Traffic terminating on Sprint's network.

4.2.2.2 Type 2A Interconnection Charge. Sprint will bill Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 2A Interconnection.

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- 4.2.2.3 Type 2B Interconnection Charge. Sprint will bill the End Office Switching rate element, and will bill Common Transport when traffic terminates to a Sprint Remote Switch. These rate elements are reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 2B Interconnection.
- 4.2.2.4 Type 1 Interconnection Charge. Sprint will bill two End Office Switching rate elements and a Common Transport rate element as reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 1 Interconnection.
- 4.2.3.2. Traffic Terminating to Carrier
 - 4.2.3.2.1. Carrier will bill Sprint the same rates as Sprint charges Carrier for Sprint originated direct Local Traffic terminating on its Carrier's network.
 - 4.2.3.2.1.1. Type 2A Tandem Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all Sprint originated direct Local Traffic terminating to Carrier via a Sprint Type 2A Interconnection.
 - 4.2.3.2.1.2. Type 2B End Office Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Attachment I for all Sprint originated direct Local Traffic terminating to Carrier via a Sprint Type 2B End Office Interconnection.
- 4.3. Indirect Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. Rate elements charged to Carrier for terminating Indirect Traffic are (1) End Office Switching as set forth in Attachment I, and (2) Common Transport charges set forth in Attachment I.
- 4.4. Indirect Traffic Terminating to Carrier. Each rate element utilized in completing a call shall be charged for completion of that call. Rate elements charged to Sprint for terminating Indirect Traffic are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I.
- 4.5. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when Carrier uses a Sprint local tandem or access tandem to terminate Transit Traffic to a third-party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate

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referenced above when Sprint uses a Carrier switch to terminate Transit Traffic to a third-party LEC or another carrier.

- 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. To the extent that Sprint neither measures traffic from Carrier to Sprint by individual rate element, nor has it completed traffic studies which reflect actual usage by individual rate element from Carrier to Sprint, Sprint will bill Carrier a state-specific composite rate for such 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 Carrier'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.
- 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, with such review to occur no more frequently than quarterly.
- 4.9. To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual, direct Local Traffic, Carrier will bill Sprint based upon 25% (20% ÷ 80%) of the amount billed by Sprint to 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, 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 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 whether the traffic is Local/EAS, IntraLATA Toll or Switched Access, if applicable.
- 4.12. Interconnection Facilities
 - 4.12.1. Dedicated Transport rates apply to dedicated transport facilities that Carrier leases from Sprint.

- 4.12.2. Nonrecurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Sprint's Central Offices are subject to a nonrecurring charge.
- 4.12.3. To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and Carrier will allocate the cost of interconnection facilities based upon an 80% mobile-to-land traffic volume and a 20% land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 20% of Sprint's total interconnection facilities billing to Carrier). Carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual, direct Local 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 Carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.
- 4.12.4. If Carrier 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; Carrier 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. 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.

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 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.

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- 5.4 Sprint will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, 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. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing. Each Party acknowledges that the Transit Provider does not have any responsibility to pay any third party LEC, CLEC or CMRS provider charges for termination or 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 network. 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. Sprint and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.
- 6.5. No discrete development charges shall be imposed on Carrier or Sprint for the establishment of standard meet-point billing arrangements.
- 6.6. Exchange of Records

- 6.6.1. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.
- 6.6.2. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
- 6.7. Sprint and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Upon request, Carrier and Sprint agree to provide a report of actual measured traffic.

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 Carrier maintenance requests at Parity.
- 1.4. 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.
- 1.5. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 1.6. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

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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 Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Carrier in general. Third, should Sprint be providing or performing tandem switching functionality for Carrier, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.
- 2.2. Carrier and Sprint will agree on a process for circuit restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Sprint network requirement.

3. SERVICE PROJECTIONS

- 3.1. Sprint and Carrier will provide a non-binding two-year inter-company 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. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

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.

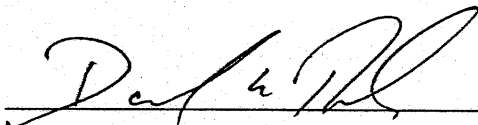
PART E – ACCESS TO TELEPHONE NUMBERS

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.

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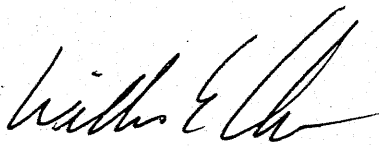
By: 

Name: David Thaler

Title: Vice President

Date: February 7, 2002

Sprint

By: 

Name: William E. Cheek

Title: President – Wholesale Markets

Date: 2/10/02

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ATTACHMENT I – PRICE LIST

Description	State - TN
SERVICE ORDER	
Manual Service Order	\$22.54
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
Common Transport Remote Factor	0.297081
Common Transport to Remotes per Minute of Use	\$0.000497
TRANSPORT	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$128.44
NRC DS3	\$137.56
INTERCONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$167.66
NRC DS3	ICB
DS1 Electrical X-Connect	\$3.05
DS3 Electrical X-Connect	\$27.09
DS1 Facility Cross Connect	\$1.53
FEATURES	
STP Port	\$463.63
NRC STP Port	\$271.75
STP Switching	\$0.62
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.

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