



Guy M. Hicks  
General Attorney - TN

AT&T Tennessee  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-1800

T: 615.214.6301  
F: 615-214-7406  
[gh1402@att.com](mailto:gh1402@att.com)

February 16, 2010

VIA HAND DELIVERY

filed electronically in docket office on 02/16/10

Hon. Sara Kyle, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc. dba AT&T Tennessee v. Sprint Spectrum,  
L.P. dba Sprint PCS, and Nextel South Corp.*  
Docket No. 10-00026

Dear Chairman Kyle:

Enclosed for filing in the referenced docket are the original and four copies of  
AT&T's *Complaint* in the referenced matter.

Copies have been provided to Sprint Spectrum and Nextel South Corp.

Very truly yours,

Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re: *BellSouth Telecommunications, Inc. dba AT&T Tennessee v. Sprint Spectrum, L.P. dba Sprint PCS, and Nextel South Corp.*

Docket No. \_\_\_\_\_

**COMPLAINT OF BELL SOUTH**  
**TELECOMMUNICATIONS, INC. dba AT&T TENNESSEE**

BellSouth Telecommunications, Inc. dba AT&T Tennessee ("AT&T Tennessee") brings this complaint to recover compensation from Sprint Spectrum, L.P. dba Sprint PCS ("Sprint PCS"), and Nextel South Corp. ("Nextel") for AT&T Tennessee's termination of interMTA traffic, and in support thereof shows as follows:

**I. Identification of Parties**

1. BellSouth Telecommunications, Inc. dba AT&T Tennessee is a Georgia corporation with its principal place of business in Atlanta, Georgia. AT&T Tennessee is a telecommunications service provider authorized to provide and providing telecommunications services within the State of Tennessee. AT&T Tennessee is an "incumbent local exchange carrier" ("ILEC") as defined in § 251(h) of the Telecommunications Act of 1996, 47 U.S.C. § 251(h). Designated representatives for Complainant are:

Guy M. Hicks  
Joelle J. Phillips  
333 Commerce Street, Suite 2101  
Nashville, TN 37201  
615 214 6301  
[guy.hicks@att.com](mailto:guy.hicks@att.com)  
[joelle.phillips@att.com](mailto:joelle.phillips@att.com)

2. Sprint Spectrum, L.P. is a Delaware limited partnership, which does business as Sprint PCS and provides commercial mobile radio service ("CMRS") in Tennessee.

3. Nextel South Corp. is a Delaware corporation and provides CMRS in Tennessee.

## **II. Facts and Nature of the Dispute**

4. AT&T Tennessee files this complaint for a declaration that Sprint PCS and Nextel have violated their interconnection agreements with AT&T Tennessee by failing to pay the appropriate charges for interMTA traffic, and for an order requiring Sprint PCS and Nextel to pay all past due amounts for AT&T Tennessee's termination of such traffic.

5. Major Trading Areas, or MTAs, are geographic service areas defined in regulations of the Federal Communications Commission ("FCC"). Under the FCC's rules, a wireless call delivered by a CMRS provider to an ILEC for termination to the ILEC's end-user is treated like a local call, subject to reciprocal compensation, if the call originates and terminates in the same MTA (*i.e.*, an *intra*MTA call). See 47 C.F.R. § 51.701(b)(2). If, however, such a call originates and terminates in different MTAs (*i.e.*, is an *inter*MTA call), it is subject to access charges.

6. Sprint PCS and Nextel entered into interconnection agreements with AT&T Tennessee that reflect this compensation structure.

a. Sprint PCS entered into an interconnection agreement with AT&T Tennessee with an effective date of January 1, 2001 ("the "Sprint PCS ICA"), which became effective after being submitted to the Authority in Docket No. 00-00691.<sup>1</sup> The Sprint PCS ICA

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<sup>1</sup> The Authority declined to take action on the agreement, and it was deemed approved on April 24, 2002.

was amended several times in subsequent years and its term was subsequently extended.<sup>2</sup> The ICA remains in effect today. Relevant portions of the Sprint PCS ICA are attached hereto as Exhibit A.<sup>3</sup>

b. Nextel entered into an interconnection agreement with AT&T Tennessee on or about December 15, 1999 (the “Nextel ICA”), which agreement was submitted to and approved by the Authority in Docket No. 00-00188 (May 9, 2000). A true and correct copy of relevant portions of the Nextel ICA is attached hereto as Exhibit B. Effective May 19, 2008, Nextel adopted the Sprint PCS ICA in its entirety, replacing the prior AT&T Tennessee/Nextel agreement. See Dockets No. 07-00161 and 07-00162 (July 28, 2007).<sup>4</sup>

c. The Nextel ICA defined “Local Traffic,” and the Sprint PCS ICA defines “Wireless Local Traffic,”<sup>5</sup> to include *intra*MTA traffic – i.e.,

any telephone call that originates on the network of [Sprint PCS/Nextel] within a Major Trading Area (‘MTA’) and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area (‘LATA’) in which the call is handed off from Sprint PCS to BellSouth.

Sprint ICA, GT&C p. 38; Nextel ICA p. 2, § I.C. The agreements provide that such local traffic is subject to reciprocal compensation rates.

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<sup>2</sup> See the Authority’s January 14, 2008 *Order* in Docket No. 07-00132 approving the parties’ joint request for a three-year extension of the ICA.

<sup>3</sup> The entire agreement is voluminous, and hence is incorporated by reference to reduce the administrative burden on the Authority. A true and correct copy of the entire agreement can be found at <https://clec.att.com/clec/cms/clec/docs/5869e0b031484c52bfb353e1244c9760.pdf> and AT&T Tennessee will provide an electronic or paper copy upon request.

<sup>4</sup> By Order dated July 17, 2008, the TRA approved the adoptions of the Sprint PCS ICA by Nextel effective May 19, 2008.

<sup>5</sup> Wireline affiliates of Sprint PCS also are parties to the Sprint PCS interconnection agreement, and thus in places that agreement differentiates between “Wireless” traffic and “CLEC” (competitive local exchange carrier) or wireline traffic. The wireline traffic delivered by Sprint PCS’s CLEC affiliates is not at issue here, and hence AT&T Tennessee has not named Sprint PCS’s CLEC affiliates in this complaint.

d. On the other hand, both agreements<sup>6</sup> make non-local, *interMTA* traffic terminated by AT&T Tennessee subject to access charges. The Sprint PCS ICA provides that “[f]or terminating its Non-Local Traffic on the other party’s network, each party will pay ... the access charges described in paragraph 6.7.2 hereunder” (Att. 3, § 6.7.1). Paragraph 6.7.2, in turn, provides that

[f]or originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth’s intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth’s Intrastate Access Services Tariff or BellSouth’s Interstate Access Services Tariff.

The Nextel ICA contained identical provisions. See Nextel ICA, p. 5, §§ VI.A and B.

7. As set forth below, since June 2007, Sprint PCS and Nextel have failed to pay the charges billed by AT&T Tennessee for the termination of interMTA traffic. Sprint PCS and Nextel do not dispute their obligation to pay access charges for interMTA traffic, but dispute the volumes of traffic that AT&T Tennessee identified as interMTA traffic.

8. The parties agreed to bill interMTA traffic using a factor, under which a percentage of the traffic delivered by Sprint PCS and Nextel to BellSouth for termination is billed as interMTA traffic, and the remainder is billed as local traffic.

10. In early 2005, AT&T Tennessee determined that Sprint PCS and Nextel had been delivering more interMTA traffic to AT&T Tennessee for termination over the local interconnection arrangements established pursuant to the parties’ interconnection agreements than was contemplated by the factors. AT&T Tennessee determined this by analyzing the Jurisdictional Information Parameter (“JIP”) of the traffic delivered by Sprint PCS and Nextel.

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<sup>6</sup> The Nextel ICA remains relevant to this proceeding because Nextel breached its agreement both before and after it adopted the Sprint PCS ICA.

The JIP is a data field contained in the signaling information of wireless calls that is populated by Sprint PCS/Nextel at its originating switch, and was used by AT&T Tennessee to determine the location of the originating switch. By comparing the JIP of calls delivered by Sprint PCS and Nextel to the terminating telephone number, AT&T Tennessee determined that a large number of the calls appeared to originate and terminate in different MTAs, including both intrastate and interstate interMTA traffic. AT&T Tennessee's analysis based on the data available revealed that the particular factor the parties had previously been using to bill interMTA traffic understated the volumes of interMTA traffic Sprint PCS and Nextel delivered to BellSouth.

11. In early 2005, AT&T Tennessee notified Sprint PCS and Nextel of the results of AT&T Tennessee's analysis. The parties then engaged in discussions regarding adjustment of the interMTA billing factor, but did not reach agreement.

12. In June 2007, AT&T Tennessee notified Sprint PCS and Nextel that AT&T Tennessee would adjust its billing to bill interMTA charges based upon interMTA factors developed from AT&T Tennessee's traffic studies using the JIP data. AT&T Tennessee also billed Sprint PCS and Nextel for interMTA charges incurred since July 2006 based upon AT&T Tennessee's traffic studies. Since June 2007, AT&T Tennessee has continued to bill Sprint PCS and Nextel for interMTA charges based upon the interMTA factors developed from AT&T Tennessee's traffic studies using the JIP data supplied by Sprint PCS and Nextel.

13. Sprint PCS and Nextel disputed and refused to pay the amounts billed by AT&T Tennessee for interMTA traffic. For the period from July 2006 to December 2009, these

charges total approximately \$445,239 (\$341,076 interstate<sup>7</sup> and \$104,163 intrastate) for Sprint PCS. For the time period from July 2006 to November 2009, these charges total approximately \$284,356 (\$5,687 interstate and \$278,669 intrastate) for Nextel. In addition, pursuant to the agreements, late payment charges accrue upon unpaid amounts; to date, those amounts are approximately \$107,071 for Sprint PCS and \$148,741 for Nextel. See Sprint PCS ICA, Att. 7, p.5, §1.13 and p. 9, §4.4; Nextel ICA, p. 3, §IV.B.

14. Sprint PCS and Nextel disputed the accuracy of AT&T Tennessee's measurement of interMTA traffic, which was based on the JIP data that Sprint PCS and Nextel provided.

15. Sprint PCS has refused to produce traffic detail for Tennessee that provides the geographic location of its traffic to support its claim that AT&T Tennessee incorrectly identified interMTA traffic. Nextel, on the other hand, provided some data to AT&T Tennessee in 2009, but despite AT&T Tennessee's request still did not provide enough information for AT&T Tennessee to reconcile that data with AT&T Tennessee's measurement of interMTA traffic based on Nextel's JIP data. AT&T Tennessee has repeatedly requested that Sprint PCS and Nextel provide such data, and has repeatedly made clear that AT&T Tennessee is open to using data from Sprint PCS and Nextel's studies in identifying interMTA traffic and developing a billing factor.

16. AT&T Tennessee has attempted to resolve this dispute informally. AT&T Tennessee engaged in a series of discussions with Sprint PCS and Nextel beginning in the first half of 2005, before AT&T Tennessee sent Sprint PCS and Nextel the initial interMTA bills based

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<sup>7</sup> AT&T acknowledges that the Authority generally does not have jurisdiction over interstate rates or tariffs. However, because the determination of the volume of InterMTA traffic and the rates that must be applied to said traffic are set forth in the Authority-approved interconnection agreements, AT&T has represented the full extent of the dispute in its complaint.

upon the interMTA factor developed from their supplied JIP data. Recently, AT&T Tennessee invoked dispute resolution via correspondence dated April 20, 2009, and continued to attempt to resolve the issue. These discussions were conducted by knowledgeable, responsible representatives of AT&T in good faith to resolve this dispute. The parties, however, appear to be at an impasse.

17. The Sprint PCS and Nextel agreements both provide that, if the parties are unable to resolve a dispute, either party may petition the Authority for a resolution of the dispute. See Sprint PCS ICA, GT&C p. 14, §14; Nextel ICA, p. 17, §XIX.

### **III. AT&T Tennessee's First Cause of Action**

18. AT&T Tennessee incorporates paragraphs 1 through 16 by reference as if fully set forth herein.

19. The Sprint PCS and Nextel agreements provide that “[a]ctual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic” (Sprint PCS ICA, Att. 3, p. 33, §6.7.3; Nextel ICA, p. 5, §IV.C), and the parties will use an auditable factor “as a method for determining whether traffic is Local or Non-Local” (Sprint PCS ICA, Att. 3, p. 7, §2.3.4; Nextel ICA, p. 4, §V.E).

20. AT&T Tennessee measured the local and interMTA traffic delivered by Sprint PCS and Nextel over their local interconnection trunks pursuant to actual usage measurements derived from AT&T Tennessee's analysis of the JIP data provided by Sprint PCS and Nextel, and AT&T Tennessee developed an auditable factor based upon those actual traffic measurements. Yet Sprint PCS and Nextel have refused to pay the interMTA charges billed by AT&T Tennessee based on these actual traffic measurements.



21. Sprint PCS and Nextel breached their interconnection agreements with AT&T Tennessee by failing to pay the charges specified by those agreements for AT&T Tennessee's termination of interMTA traffic.

#### **IV. Conclusion and Prayer for Relief**

WHEREFORE, for the reasons stated above, AT&T Tennessee respectfully requests that the Authority issue an order:

1. Declaring that Sprint PCS and Nextel violated their interconnection agreements with AT&T Tennessee by failing to pay the appropriate charges for interMTA traffic;
2. Ordering Sprint PCS and Nextel to pay the amounts billed by AT&T Tennessee and owing for interMTA traffic for the period from July 2006 to the present, including applicable late payment charges;
3. Ordering Sprint PCS and Nextel to pay AT&T Tennessee for interMTA traffic on a going-forward basis pursuant to the factor developed from the AT&T Tennessee traffic studies and updated periodically; or, in the alternative, if Sprint PCS and Nextel produce sufficient and accurate data through studies, ordering Sprint PCS and Nextel on a going-forward basis to compensate AT&T Tennessee for interMTA traffic based on a factor developed from that data and updated periodically; and

4. Granting such other and further relief as the Authority deems just and proper.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.  
dba AT&T SOUTHEAST dba AT&T TENNESSEE

By: 

Guy M. Hicks

Joelle J. Phillips

333 Commerce Street, Suite 2101

Nashville, TN 37201-3300

615 214 6301

[gh1402@att.com](mailto:gh1402@att.com)

[jp3881@att.com](mailto:jp3881@att.com)



AT&T Alabama  
Suite 28A2  
600 N. 19th Street  
Birmingham, AL 35203

T: 205.714.0556  
F: 205.323.9204  
francis.semmes@att.com

January 4, 2010

Via Electronic Filing & Overnight Mail

Walter Thomas, Secretary  
Alabama Public Service Commission  
100 N. Union Street – Suite 850  
RSA Union Building  
Montgomery, AL 36104

**Re: Complaint of BellSouth Telecommunications, Inc., d/b/a AT&T Alabama  
against Sprint Spectrum, L.P., WirelessCo., L.P. and SprintCom, Inc.  
(jointly d/b/a Sprint PCS) and Nextel South Corp., for Failure to Pay  
Appropriate Compensation under the Parties' Interconnection Agreements  
for InterMTA Traffic  
Docket No. \_\_\_\_\_**

Dear Mr. Thomas:

Enclosed for electronic filing today is BellSouth Telecommunications, Inc., d/b/a AT&T Alabama's Complaint against Sprint PCS and Nextel South Corp., for failure to pay appropriate compensation under the Parties' Interconnection Agreements for InterMTA traffic. The original and one (1) paper copy will be forwarded to the Commission today via overnight mail. Please distribute as needed.

Thank you for your assistance in this matter.

Very truly yours,

Francis B. Semmes  
General Attorney

FBS/mhs  
Enclosures

cc: Honorable John Garner, Chief ALJ  
Darrell A. Baker, Director, Telecomm. Div. (via email)

**BEFORE THE  
ALABAMA PUBLIC SERVICE COMMISSION**

In the matter of:	)	
	)	
BellSouth Telecommunications, Inc., d/b/a	)	
AT&T Alabama v. Sprint Spectrum, L.P.,	)	
WirelessCo., L.P. and SprintCom, Inc. (jointly	)	Docket No. _____
d/b/a Sprint PCS) and Nextel South Corp.	)	
	)	
Complaint for Failure to Pay Appropriate	)	
Compensation under the Parties'	)	
Interconnection Agreements for InterMTA	)	
Traffic	)	

**COMPLAINT OF BELLSOUTH  
TELECOMMUNICATIONS, INC. d/b/a AT&T ALABAMA**

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama ("AT&T Alabama"), pursuant to Rule 9 of the Rules of Practice of the Alabama Public Service Commission ("Commission"), brings this complaint to recover compensation from Sprint Spectrum, L.P., WirelessCo, L.P. and SprintCom, Inc., jointly d/b/a Sprint PCS ("Sprint PCS") and Nextel South Corp. ("Nextel") for AT&T Alabama's termination of interMTA traffic, and in support thereof shows as follows:

**I.     Identification of Parties**

1.       Complainant BellSouth Telecommunications, Inc. d/b/a AT&T Alabama is a Georgia corporation with its principal place of business in Atlanta, Georgia. AT&T Alabama is a telecommunications service provider authorized to provide and providing telecommunications services within the State of Alabama. AT&T Alabama is an "incumbent local exchange carrier" ("ILEC") as defined in § 251(h) of the Telecommunications Act of 1996, 47 U.S.C. § 251(h). Designated representatives for Complainant are:

Francis B. Semmes  
General Attorney-Alabama  
Suite 28A2, 600 N. 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
Tel: (205) 714-0556  
Email: [fs7093@att.com](mailto:fs7093@att.com)

Kelly A. Fennell  
Director-Regulatory  
AT&T Services, Inc,  
444 Michigan Avenue  
Detroit, Michigan 48226-2517  
Tel: (313) 223-0729  
Email: [kf2429@att.com](mailto:kf2429@att.com)

2. Sprint Spectrum, L.P. is a Delaware limited partnership, and an agent for WirelessCo, L.P. which also is a Delaware limited partnership. SprintCom, Inc. is a Kansas corporation. Sprint Spectrum, L.P., WirelessCo, L.P., and SprintCom, Inc., jointly do business as Sprint PCS, which provides commercial mobile radio service (“CMRS”) in Alabama.

3. Nextel South Corp. is a Delaware corporation, and a CMRS provider in Alabama.

## **II. Facts and Nature of the Dispute**

4. AT&T Alabama files this complaint for a declaration that Sprint PCS and Nextel have violated their interconnection agreements with AT&T Alabama by failing to pay the appropriate charges for interMTA traffic, and for an order requiring Sprint PCS and Nextel to pay all past due amounts for AT&T Alabama’s termination of such traffic.

5. Major Trading Areas, or MTAs, are geographic service areas defined in regulations of the Federal Communications Commission (“FCC”). Under the FCC’s rules, a wireless call delivered by a CMRS provider to an ILEC for termination to the ILEC’s end-user is treated like a local call, subject to reciprocal compensation, if the call originates and terminates in the same MTA (*i.e.*, an *intra*MTA call). *See* 47 C.F.R. § 51.701(b)(2). If, however, such a

call originates and terminates in different MTAs (*i.e.*, is an *inter*MTA call), it is subject to access charges.

6. Sprint PCS and Nextel entered into interconnection agreements with AT&T Alabama that reflect this compensation structure.

- a) Sprint PCS entered into an interconnection agreement with AT&T Alabama on or about January 1, 2001 (Attachment A), which agreement remains in effect today and which was submitted to and approved by the Alabama Public Service Commission (“Commission”) on August 13, 2002 in Docket No. U-4067.
- b) Nextel entered into an interconnection agreement with AT&T Alabama on or about November 1, 2001 (Attachment B), which agreement was submitted to and approved by the Commission on December 18, 2001 in Docket No. U-3788. Effective March 4, 2008, Nextel adopted the AT&T Alabama/Sprint PCS in its entirety (Attachment C), replacing the prior AT&T Alabama/Nextel agreement; Docket No. U-4030, February 3, 2009.
- c) The Nextel interconnection agreement defined “Local Traffic,” and the Sprint PCS interconnection agreement defines “Wireless Local Traffic,”<sup>1</sup> to include *intra*MTA traffic – *i.e.*, “any telephone call that originates on the network of [Sprint PCS/Nextel] within a Major Trading Area (‘MTA’) and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area (‘LATA’) in which the call is handed off

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<sup>1</sup> Wireline affiliates of Sprint PCS also are parties to the Sprint PCS interconnection agreement, and thus in places that agreement differentiates between “Wireless” traffic and “CLEC” (competitive local exchange carrier) traffic. The wireline traffic delivered by Sprint PCS’s CLEC affiliates is not at issue here, and hence AT&T Alabama has not named Sprint PCS’s CLEC affiliates in this complaint.

from Sprint PCS to BellSouth.” Sprint ICA, GT&C p. 38; Nextel ICA p.4, § I.D. The agreements provide that such local traffic is subject to reciprocal compensation rates.

- d) On the other hand, both agreements make non-local, *interMTA* traffic terminated by BellSouth subject to access charges. The Sprint PCS agreement provides that “[f]or terminating its Non-Local Traffic on the other party’s network, each party will pay . . . the access charges described in paragraph 6.7.2 hereunder” (Att. 3, § 6.7.1), and paragraph 6.7.2 in turn provides that “[f]or originating and terminating intrastate or interstate *interMTA* Non-Local Traffic, each party shall pay the other BellSouth’s intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth’s Intrastate Access Services Tariff or BellSouth’s Interstate Access Services Tariff.” The Nextel agreement contained identical provisions. *See* Nextel ICA, p.11, §§ VI.A & B.

7. As set forth below, since June 2007, Sprint PCS and Nextel have failed to pay the charges billed by AT&T Alabama for the termination of *interMTA* traffic. Sprint PCS and Nextel do not dispute their obligation to pay access charges for *interMTA* traffic, but dispute the volumes of traffic that AT&T Alabama identified as *interMTA* traffic.

8. In early 2005, AT&T Alabama determined that Sprint PCS and Nextel had been delivering significant amounts of *interMTA* traffic to AT&T Alabama for termination under the interconnection arrangements established pursuant to the parties’ interconnection agreements. AT&T Alabama determined this by analyzing the Jurisdictional Information Parameter (“JIP”)

of the traffic delivered by Sprint PCS and Nextel. The JIP is a data field contained in the signaling information of a wireless call that is populated by the wireless carrier at its originating switch, and which can be used to determine the location of the originating switch. By comparing the JIP of calls delivered by Sprint PCS and Nextel to the terminating telephone number, AT&T Alabama determined that a large number of the calls appeared to originate and terminate in different MTAs, including both intrastate and interstate interMTA traffic.

9. The parties had been billing interMTA traffic using a factor, under which a fixed percentage of the traffic delivered by Sprint PCS and Nextel to BellSouth for termination was billed as interMTA traffic, and the remainder was billed as local traffic. AT&T Alabama's analysis revealed that the factor the parties had been using to bill interMTA traffic was grossly inaccurate, in that it understated the volumes of interMTA traffic Sprint PCS and Nextel delivered to BellSouth.

10. In early 2005, AT&T Alabama notified Sprint PCS and Nextel of the results of AT&T Alabama's analysis. The parties then engaged in discussions regarding adjustment of the interMTA billing factor, but did not reach agreement.

11. In June 2007, AT&T Alabama notified Sprint PCS and Nextel that AT&T Alabama would adjust its billing to bill interMTA charges based upon interMTA factors developed from AT&T Alabama's traffic studies. AT&T Alabama also billed Sprint PCS and Nextel for interMTA charges incurred since July 2006 based upon AT&T Alabama's traffic studies. Since June 2007, AT&T Alabama has continued to bill Sprint PCS and Nextel for interMTA charges based upon the interMTA factors developed from AT&T Alabama's traffic studies.



12. Sprint PCS and Nextel disputed and refused to pay the amounts billed by AT&T Alabama for interMTA traffic. For the period from July 2006 to October 2009, these charges total approximately \$692,783 for Sprint PCS and approximately \$67,925 for Nextel. In addition, pursuant to the agreements, late payment charges accrue upon unpaid amounts. *See* Sprint PCS ICS, Att. 7, p.5, §§ 4.4, 1.13; Nextel ICA, p.9, §IV.B.4.c.

13. Sprint PCS and Nextel disputed the accuracy of AT&T Alabama's measurement of interMTA traffic, which was based on the JIP data that Sprint PCS and Nextel provided.

14. Sprint PCS and Nextel also have refused to produce traffic detail that provides the geographic location of their traffic to support their claim that AT&T Alabama incorrectly identified interMTA traffic. AT&T Alabama has repeatedly requested that Sprint PCS and Nextel provide such data, and has repeatedly made clear that AT&T Alabama is open to using data from Sprint PCS and Nextel's studies in identifying interMTA traffic and developing a billing factor.

15. AT&T Alabama has attempted to resolve this dispute informally. AT&T Alabama engaged in a series of discussions with Sprint PCS and Nextel beginning in the first half of 2005, before AT&T Alabama sent Sprint PCS and Nextel the initial interMTA bills based upon the interMTA factor developed from the JIP data. Most recently, AT&T Alabama invoked dispute resolution via correspondence dated April 20, 2009, and continued to attempt to resolve the issue. These discussions were conducted by knowledgeable, responsible representatives of AT&T Alabama in good faith to resolve this dispute. The parties, however, appear to be at an impasse.

16. The Sprint PCS and Nextel agreements both provide that, if the parties are unable to resolve a dispute, either party may petition the Commission for a resolution of the dispute. *See* Sprint PCS ICA, GT&C p.14, § 15; Nextel ICA, p.23, § XIX.

### **III. AT&T Alabama's First Cause of Action**

17. AT&T Alabama incorporates paragraphs 1 through 16 by reference as if fully set forth herein.

18. The Sprint PCS and Nextel agreements provide that “[a]ctual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic” (Sprint PCS ICA, Att. 3, p.32, § 673; Nextel ICA, p.12, § IV.C), and the parties will use an auditable factor “as a method for determining whether traffic is Local or Non-Local” (Sprint PCS ICA, Att. 3, p.7, § 2.3.4; Nextel ICA, p.11, § V.E).

19. AT&T Alabama measured the local and interMTA traffic delivered by Sprint PCS and Nextel pursuant to actual usage measurements derived from AT&T Alabama's analysis of the JIP data provided by Sprint PCS and Nextel, and AT&T Alabama developed an auditable factor based upon those actual traffic measurements. Yet Sprint PCS and Nextel have refused to pay the interMTA charges billed by AT&T Alabama based on these actual traffic measurements.

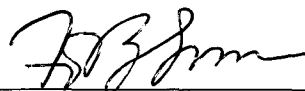
20. Sprint PCS and Nextel breached their interconnection agreements with AT&T Alabama by failing to pay the charges specified by those agreements for AT&T Alabama's termination of interMTA traffic.

### **IV. Conclusion and Prayer for Relief**

21. WHEREFORE, for the reasons stated above, AT&T Alabama respectfully requests that the Commission issue an order:

- (a) Declaring that Sprint PCS and Nextel violated their interconnection agreements with AT&T Alabama by failing to pay the appropriate charges for interMTA traffic;
- (b) Ordering Sprint PCS and Nextel to pay the amounts billed by AT&T Alabama and owing for interMTA traffic for the period from July 2006 to the present, including applicable late payment charges;
- (c) Ordering Sprint PCS and Nextel to pay AT&T Alabama for interMTA traffic on a going-forward basis pursuant to the factor developed from the AT&T Alabama traffic studies; or, in the alternative, if Sprint PCS and Nextel produce sufficient and accurate data through studies, ordering Sprint PCS and Nextel on a going-forward basis to compensate AT&T Alabama for interMTA traffic based on a factor developed from that data; and
- (d) Granting such other and further relief as the Commission deems just and proper.

Respectfully submitted this 4th day of January, 2010.



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FRANCIS B. SEMMES (SEM002)  
General Attorney  
Suite 28A2  
600 N. 19<sup>th</sup> Street  
Birmingham, AL 35203  
(205) 714-0558  
[francis.semmes@att.com](mailto:francis.semmes@att.com)

ATTORNEY FOR BELL SOUTH  
TELECOMMUNICATIONS, INC., d/b/a  
AT&T ALABAMA

# **EXHIBIT A**

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Sprint Communications Company Limited Partnership**

**Sprint Communications Company L.P.**

**Sprint Spectrum L.P.**

## **AGREEMENT**

**THIS INTERCONNECTION AND RESALE AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") ("the Agreement"). When the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term "Sprint" shall be used. Otherwise, the applicable party shall be identified. This Agreement may refer to either BellSouth or Sprint or both as a "Party" or "Parties", and is made effective on January 1, 2001 ("Effective Date"). The terms and conditions of this Agreement together with the negotiated bill and keep compensation arrangement for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic are made effective as of the Effective Date. All other rates in this Agreement are made effective thirty (30) calendar days following the date of the last signature of the Parties.

## **RECITALS**

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint Communications Company Limited Partnership is a Competitive Local Exchange Carrier ("CLEC") authorized to provide telecommunications services in the state of Florida and Sprint Communications Company L. P. is a CLEC authorized to provide telecommunications services in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint PCS is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with Sprint for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Telecommunications Act of 1996 (the "Act") and in conformance with BellSouth's duties under the Act; and

**NOW THEREFORE**, in consideration of the terms and agreements contained herein, BellSouth and Sprint mutually agree as follows:

**1. Purpose**

This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection, the resale of telecommunications services, and the purchase of unbundled network elements (“UNEs”). This Agreement is entered into by BellSouth, Sprint CLEC, and Sprint PCS as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the three entities. As such the Parties intend for this Agreement to be applicable to both the CLEC and wireless interconnection arrangements as a single unified interconnection arrangement.

**2. Term of the Agreement**

- 2.1 The term of this Agreement is three (3) years from the Effective Date. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth below.
- 2.2 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 as:
- a. Either Party’s material breach of any of the terms or conditions hereof;  
or
  - b. Either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

**3. Renewal**

- 3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be

## Definitions

**“911 Service”** means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

**“Access Customer Name and Address (ACNA)”** The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

**“Affiliate”** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

**“Advanced Intelligent Network (AIN)”** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

**“ALI/DMS”** (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

**“ANI”** (Automatic Number Identification) is a feature that identifies the number of a telephone line that originates a call.

**“CABS”** means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

**“Carrier Identification Codes (CIC)”** A CIC code is assigned by the North American Numbering Plan administrator to identify the entity who purchases access services. This code is primarily used for billing and routing from the local exchange network to the access purchaser.

**“CCS”** (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

**“Central Office”** means a telephone company facility where subscribers’ lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

**“Centralized Message Distribution System”** is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

**“CENTREX”** means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

**“CLASS”** (Custom Local Area Signing service) (Service mark of Telcordia) means service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

**“Collocation Space”** means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth which agreement should not be unreasonably withheld.

**“Commission”** is defined as the appropriate telecommunications regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**“Conduit”** is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

**“Confidential and/or Proprietary Information”** has the meaning set forth in Section 11.1 of General Terms and Conditions.

**“Daily Usage File”** is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to Sprint.

**“Dedicated Transport”** provides a local interoffice transmission path between BellSouth and/or Sprint central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

**“Defaulting Party”** is a Party in breach of a material term or condition of the Agreement.

**“Directory Assistance Database”** refers to a collection of subscriber records used by BellSouth in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

**“Directory Assistance Service”** provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.



**“DSLAM”** (Digital Subscriber Line Access Multiplexer) is a network multiplexing device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and puts the signals on a high speed backbone line. DSLAMs connect DSL lines with some combination of asynchronous transfer mode (ATM), frame relay or IP networks.

**“E911”** (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

**“EDI”** (Electronic Data Interchange) is the computer application to computer application exchange of standard business data between trading partners in a standard format. These standard formats, developed by the American National Standards Institute (ANSI) Accredited Standards Committee X12 (ASC X12) are utilized within the EDI environment. The Telecommunications Industry Forum (TCIF) (a committee sponsored by the Alliance for Telecommunications Industry Solutions [ATIS]) creates guidelines using specific ANSI ASC X12 transaction sets to conduct specific business transactions in the telecommunications industry. This allows for an industry standard exchange of product and service ordering data between CLECs and ILECs.

**“Environmental Hazard”** means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

**“Exchange Message Interface”** is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

**“Grandfathered Service”** means a service which can be resold only to existing subscribers of the grandfathered service.

**“Hazardous Materials”** means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the

above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

**“INP”** (Interim Number Portability) is as defined in Attachment 5, Section 3.1.

**“Intercompany Settlements (ICS)”** is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

**“Intermediary function”** is defined as the delivery of traffic from Sprint; a CLEC other than Sprint or another telecommunications carrier through the network of BellSouth or Sprint to an end user of Sprint; a CLEC other than Sprint or another telecommunications carrier.

**“ISP-Bound Traffic”** is defined as telecommunications traffic delivered to an information service provider (“ISP”). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

**“LIDB”** (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.

**“Local Interconnection”** is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

**“Local Number Portability (LNP)”** means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 CFR 52.21 – 52.33.

**“Local Service Request”** (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect local services. The LSR format and industry standards govern all local service requests, i.e. Resale, Unbundled Elements, and Combinations of Unbundled Elements (UNE-P).

## **Local Traffic**

**CLEC Local Traffic.** CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include

**ISP-Bound Traffic.** As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

**Wireless Local Traffic.** Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

**"Message Distribution"** is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

**"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 between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

**"Multiple Exchange Carrier Access Billing ("MECAB")"** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

**"NANP"** (North American Numbering Plan), the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

**"Network Element"** is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

The agreement of the parties as to the provision of Network Elements is as set forth in Attachment 2 of this Agreement.

**“Network Interface Device”** (NID) is as defined in Attachment 2, Section 4.1.1.

**“Non-Intercompany Settlement System (NICS)”** is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

**“NPA”** (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP.

**“NXX”, “NXX Code”, or “Central Office Code”, or “CO Code”** is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan (“NANP”).

**“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).

**“Operator Services”** provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

**“Packet Switching”** is as defined in Attachment 2, Section 12.1

**“Percent of Interstate Usage (PIU)”** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

**“Percent Local Usage (PLU)”** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

**“Permanent Number Portability (PNP)”** means the use of the long-term database method for number portability that complies with the performance criteria set forth in 47 CFR 52.23 (a).

**“Physical Collocation”** means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by

BellSouth which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.

**“PSAP”** (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

**“Reseller”** is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

**“Revenue Accounting Office (RAO) Status Company”** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

**“Service Control Point (“SCP”)** is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

**“Shared Transport”** is as defined in Attachment 3.

**“Signaling Transfer Point (“STP”)** are packet switches that provide CCs message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signaling point.

**“Signaling Links”** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks.

**“Signal Link Transport”** is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

**“SONET”** is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets) with a base rate of 51.84 Mbps(OC-1/STS-1).

**“Subsidiary”** is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

**“Switched Exchange Access Services”** is as defined in Attachment 3.

**“Tandem”, “Tandem Switching”** serves to connect central offices by connecting one trunk to another. A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call.

**“Technically Feasible”**. Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a

point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available.

**“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.

**“Telecommunications Carrier”** means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services.

**“Telecommunications Service”** 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.

**“Telecommunications Act of 1996 (“Act”)** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**“Waste”** means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

**“Wire Center”** is the location where subscriber outside cable plant is terminated. A 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.

**“Wireless – Percent Local Usage” or “W-PLU”** is defined as a factor to be applied to terminating minutes of use. The numerator is all “nonintermediary” Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

## **Attachment 3**

### **Network Interconnection**

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### **Network Interconnection: Call Transport and Termination**

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

#### **1. Definitions**

**Dedicated Transport.** Dedicated Transport is defined as transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

**Interoffice Channel Dedicated Transport.** Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated Serving Wire Center and the first point of switching on the other Party's common (shared) network.

**Local Channel.** A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated Serving Wire Center.

**Dark Fiber Transport.** Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

**Shared Transport.** Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

**Fiber Meet.** Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

**ISP-Bound Traffic.** ISP-Bound Traffic is defined as telecommunications traffic delivered to an information service provider ("ISP"). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

**Local Traffic:**

**CLEC Local Traffic.** CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

**Wireless Local Traffic.** Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

**Serving Wire Center.** For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

**Transit Traffic.** Transit Traffic is traffic originating on Sprint CLEC's network that is switched and/or transported by BellSouth and delivered to a third party's network or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Sprint CLEC's network.

**Wireless Intermediary Traffic.** Wireless Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than Sprint PCS through the network of BellSouth or Sprint PCS from or to an end user of BellSouth or Sprint PCS.

**Tandem Switching.** For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.319 (c) (2).

**End Office Switching.** For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

**Physical Point of Interconnection.** A Point of Interconnection is the physical telecommunications interface between BellSouth and Sprint's interconnection functions. It establishes the technical interconnection and point of operational responsibility and defines the point at which call transport and termination reciprocal compensation responsibility begins. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

**Virtual Point of Interconnection (VPOI)** is defined as the Point of Interconnection specified pursuant to Section 2.8.1.1 for delivery of BellSouth originated traffic to Sprint CLEC from which Sprint CLEC agrees to pay BellSouth for Interoffice Dedicated Transport for BellSouth to transport Local Traffic and ISP-Bound Traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint CLEC. A VPOI may be established in any BellSouth basic local calling area (1) to which Sprint CLEC has assigned a Sprint CLEC NPA/NXX, (2) which meets the criteria in 2.8.1.1, and (3) to which Sprint CLEC does not want BellSouth to establish a Physical Point of Interconnection as set forth above. Compensation for said transport is as set forth in the Interconnection Compensation section of this Attachment.

## **2. Network Interconnection**

- 2.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
- 2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to BellSouth for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.

- 2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint CLEC and BellSouth agree to interconnect their networks through existing and/or new interconnection facilities between Sprint CLEC's switch(es) and BellSouth End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and BellSouth's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

## **2.3 Wireless Network Interconnection**

- 2.3.1 There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.
- 2.3.2 BellSouth and Sprint PCS will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Sprint PCS desires to serve, or Sprint PCS may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. BellSouth and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. The cost of the

interconnection facilities between BellSouth and Sprint PCS switches within BellSouth's service area shall be shared on an equal basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.

- 2.3.3 BellSouth and Sprint PCS will establish trunk groups from the interconnecting facilities of subsection 2.3.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Sprint PCS as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Sprint PCS's Mobile Telephone Switching Offices within BellSouth's service territory, and Sprint PCS will provide or bear the cost of all trunk groups for the delivery of traffic from Sprint PCS to each BellSouth access tandem and end office at which BellSouth and Sprint PCS interconnect.
- 2.3.4 BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless traffic is Local or Non-Local. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network.
- 2.3.5 When BellSouth and Sprint PCS provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.
- 2.3.6 The ordering and provision of all services purchased from BellSouth by Sprint PCS shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

## **2.4 Physical Collocation Interconnection**

- 2.4.1 When Sprint provides its own facilities or uses the facilities of a 3<sup>rd</sup> party to a BellSouth tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

## **2.5 Virtual Collocation Interconnection**

necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

- 4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the SPCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. All billing for such traffic will be in the name of Sprint PCS, and subject to the terms and conditions of this Agreement.

**5. Local Dialing Parity**

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

**6. Interconnection Compensation**

- 6.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Sprint CLEC and Sprint PCS. The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Sprint PCS provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill and keep. Should either Sprint CLEC or Sprint PCS opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Sprint entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

- 6.1.1 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and Wireless Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and Wireless Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit and intermediary traffic, or interMajor Trading Area traffic.

- 6.1.2 Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall

be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

- 6.1.3 If Sprint CLEC chooses to provide local switching of BellSouth-originated calls through use of a switch located outside the LATA in which the calls originate, any transport charges that BellSouth may owe Sprint CLEC as reciprocal compensation for transporting such calls shall be governed by this Section. BellSouth shall compensate Sprint CLEC at the dedicated transport rates specified in Exhibit A, as is appropriate to the specific circumstances of the individual call. To the extent that BellSouth is required to pay such transport on a distance-sensitive basis, the distance the call is considered transported, for purposes of determining any reciprocal compensation owed, shall not exceed the shortest distance in airline miles between the point BellSouth hands the call off to Sprint CLEC (the appropriate Point of Interconnection where the two networks join in the LATA) and the LATA boundary. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.
- 6.1.4 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.
- 6.1.5 For BellSouth and Sprint CLEC traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed.
- 6.1.5.1 Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local calling area, Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic.
- 6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.

- 6.1.6 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet.
- 6.2 CLEC Percent Local Use. BellSouth and Sprint CLEC will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local minutes to be billed to the other Party. For purposes of developing the PLU, BellSouth and Sprint CLEC shall consider every local call and every long distance call, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate Local usage compensation to be paid.
- 6.3 CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties.
- 6.4 CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.



- 6.5 Audits. On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Sprint shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.6 Rate True-up
- This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.**
- 6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions of this Agreement.
- 6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to

determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.

6.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

6.7 Wireless Non-Local Traffic Interconnection

6.7.1 The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party’s network, each party will pay either the access charges described in paragraph 6.7.2 hereunder or the Non-Local Intermediary Charges described in paragraph 6.7.4 hereunder, as appropriate.

6.7.2 For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth’s intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth’s Intrastate Access Services Tariff or BellSouth’s Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

6.7.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then BellSouth and Sprint PCS shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of BellSouth and Sprint PCS.

6.7.4 If Non-Local Traffic originated by Sprint PCS is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier (“Nonparty Carrier”) and Sprint PCS and BellSouth participate in Meet Point Billing as defined in paragraph 6.11, then BellSouth will bill Sprint PCS and Sprint PCS shall pay a \$.002 per minute intermediary charge. None of the Non-Local Traffic delivered to Sprint PCS by BellSouth shall be subject to the Non-Local Intermediary Charges.

6.8 Compensation for CLEC IntraLATA Toll Traffic

6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint

CLEC and BellSouth end users that originates and terminates in the same LATA and results in intraLATA toll charges being billed to the originating end user by the originating Party. Moreover, BellSouth originated IntraLATA Toll Traffic will be delivered to Sprint CLEC using traditional Feature Group C non-equal access signaling.

- 6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.
- 6.8.3 Compensation for CLEC 8XX Traffic. Each Party (BellSouth and Sprint CLEC) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.
- 6.8.4 Records for 8XX Billing. Each Party (BellSouth and Sprint CLEC) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.
- 6.8.5 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Sprint CLEC requires interconnection from Sprint CLEC to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint CLEC shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Sprint CLEC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 6.9 Mutual Provision of Switched Access Service for Sprint CLEC and BellSouth
- 6.9.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Subject to the provisions of 5.8.1.1 following, any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using Feature Groups A, B, or D switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) shall not be compensated as local.

- 6.9.1.1 The Parties acknowledge that they cannot agree on the jurisdictional nature of Public Switched Telephone Network computer-to-phone or phone-to-computer telecommunications traffic. The Parties further acknowledge that the issue of compensation for this traffic is currently under consideration by the FCC. Until such time as the FCC issues an effective order on the jurisdiction of this traffic, the Parties shall utilize a bill and keep mechanism for compensating each other for such traffic (neither Party will bill the other Party for the phone end of computer-to-phone or phone-to-computer interexchange telecommunications traffic). Further, upon an effective order from the FCC, the Parties will amend the Agreement consistent with such order.
- 6.9.2 When Sprint CLEC's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 6.9.3 BellSouth and Sprint CLEC will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.9.4 BellSouth and Sprint CLEC agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.9.5 BellSouth and Sprint CLEC also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.9.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to,

by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint CLEC shall not deliver Switched Access Traffic to BellSouth for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the BellSouth switched access tariff.
- 6.10 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Sprint CLEC's Transit Traffic that originates from, or terminates to a Sprint CLEC end user. Switched Access traffic that originates from or terminates to a Sprint CLEC end user via the BellSouth network is Transit Traffic (Switched Access Transit Traffic). Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be each Party's Interstate or Intrastate Switched Access rates for call transport and termination. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 6.10.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Sprint CLEC. Sprint CLEC agrees to compensate BellSouth for any charges or costs for the delivery of Sprint CLEC originated non-Switched Access Transit Traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 6.11 Wireless Meet Point Billing
- 6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting

BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of \$.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXC's for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

6.12 00- Local Traffic

00- traffic from Sprint IXC presubscribed end user customers will continue to be routed to Sprint IXC over originating switched access FGD service. Sprint CLEC will determine the amount of total 00- traffic that is local and will report that factor and the associated minutes of use (MOU) used to determine the factor to BST. Using that data and the Sprint IXC total switched access MOUs for that month, BST will calculate a credit on Sprint IXC's switched access bill which will be applied in the following month. The credit will represent the amount of 00- traffic that is local and will take into consideration TELRIC rate based billing for the 00- MOUs that are local. The credit will be accomplished via a netting process whereby Sprint IXC will be given a full credit for all applicable billed access charges offset by the billing of 00- transport charges only based upon the applicable state TELRIC rates contained in Attachment 3 of this Agreement. BellSouth will have audit rights on the data reported by Sprint CLEC.

**7. Operational Support Systems (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD		0.0005692bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005692bk										
		Tandem intermediary Charge, per MOU*			OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.69	56.91								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU			OHD		0.0000026bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.0003685bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1LSNF	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1LSNF	24.15	54.82		13.79							
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1LSNK	0.0101										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1LSNK	17.28	54.82		13.79							
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1LSNK	0.0101										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1LSNK	17.28	54.82		13.79							
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.2067										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	68.75	163.61		28.88							
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	4.67										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	804.02	325.51		116.91							
LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.96	386.19	66.33	73.28	6.39						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	17.06	387.06	67.20	74.22	7.33						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	41.52	354.94	307.43	44.38	30.52						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	476.04	903.03	527.87	238.97	167.16						
LOCAL INTERCONNECTION MID-SPAN MEET																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	122.50	182.08	125.14	21.07	19.58						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.37	356.28	187.94	66.51	63.65						
		DS3 Interface Unit (DS1 COCL) per month			OH1, OH1MS	SATCO	15.39	13.15	9.43								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	



**LOCAL INTERCONNECTION  
Florida**

LOCAL INTERCONNECTION							Interim	Zone	BCS	USOC	RATES				OSS RATES						
											Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
												Nonrecurring		Nonrecurring							
												First	Add'l	First	Add'l						
CATEGORY	NOTES											SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																					
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																					
TANDEM SWITCHING																					
	Tandem Switching Function Per MOU				OHD		0.0006019bk														
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		0.0006019bk														
TRUNK CHARGE																					
	Installation Trunk Side Service - per DS0	I			OHD	TPP++		\$336.43	\$57.38												
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00														
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00														
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00														
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00														
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																					
LOCAL INTERCONNECTION (TRANSPORT)																					
COMMON TRANSPORT (Shared)																					
	Common Transport - Per Mile, Per MOU				OHD		0.0000035bk														
	Common Transport - Facilities Termination Per MOU				OHD		0.0004372bk														
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																					
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL, OHN	1L5NF	\$0.0091														
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL, OHN	1L5NF	\$25.32	\$47.35	\$31.78	\$18.31	\$7.03										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHL, OHN	1L5NK	\$0.0091														
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHL, OHN	1L5NK	\$18.44	\$47.35	\$31.78	\$18.31	\$7.03										
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHL, OHN	1L5NK	\$0.0091														
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHL, OHN	1L5NK	\$18.44	\$47.35	\$31.78	\$18.31	\$7.03										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1N	1L5NL	0.1856														
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1N	1L5NL	88.44	105.54	98.47	21.47	19.05										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				OH3 OH3N	1L5NM	3.87														
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				OH3 OH3N	1L5NM	1071.00	335.46	219.28	72.03	70.56										
LOCAL CHANNEL - DEDICATED TRANSPORT																					

**LOCAL INTERCONNECTION  
Florida**

LOCAL INTERCONNECTION		Interim	Zone	BCS	USOC	RATES				OSS RATES						
						Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring	Disconnect	First	Add'l						
CATEGORY	NOTES					Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHN	TEFV2	21.94	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHN	TEFV4	22.81	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.28	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1 OH1N	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

**BELLSOUTH / SPRINT RATES**  
**LOCAL INTERCONNECTION**  
**Georgia**

Attachment 3  
Exhibit A  
Rates - Page 4

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1
								Nonrecurring		Disconnect							
								First	Add1	First	Add1						
											SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		0.0011009bk										
TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0	I		OHD	TPP++		\$333.28	\$56.84								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		\$0.000008bk										
		Common Transport - Facilities Termination Per MOU			OHD		\$0.0004152bk										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OH1N	1L5NF	\$0.0222										
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL OH1N	1L5NF	\$17.07	\$79.61	\$36.08								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM OH1N	1L5NK	\$0.0222										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM OH1N	1L5NK	\$16.45	\$79.61	\$36.08								
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM OH1N	1L5NK	\$0.0222										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM OH1N	1L5NK	\$16.45	\$79.61	\$36.08								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1N	1L5NL	\$0.4523										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1N	1L5NL	\$78.47	\$147.07	\$111.75								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month	I		OH3 OH3N	1L5NM	\$2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month	I		OH3 OH3N	1L5NM	\$788.00	\$633.41									
LOCAL CHANNEL - DEDICATED TRANSPORT																	

**BELLSOUTH / SPRINT RATES**  
**LOCAL INTERCONNECTION**  
Georgia

Attachment 3  
Exhibit A  
Rates - Page 5

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$13.91	\$362.95	\$62.40								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$14.99	\$368.44	\$64.05								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$38.36	\$356.15	\$312.89								
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)	I		OH3	TEFHJ	\$527.84	\$661.81									
		<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>															
		<b>NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.</b>															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		<b>MULTIPLEXERS</b>															
		Channelization - DS1 to DS0 Channel System			OH1 OH1N	SATN1	\$126.22	\$198.22	\$123.59	\$31.03	\$19.75						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$182.04	\$265.91	\$188.78	\$72.50	\$59.96						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$11.02	\$12.02	\$8.66								
		<b>Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</b>															

LOCAL INTERCONNECTION - Kentucky											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006772										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.09	57.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000030bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11	47.34		22.77							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35		22.77							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35		22.77							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52		23.09							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40		89.57							
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Louisiana											Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
									Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)			
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
						OHD		0.0005507bk									
						OHD		0.0005507bk									
						OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
						OHD	TPP++		334.94	56.98							
						OHD	TDE0P	0.00									
						OH1 OH1MS	TDE1P	0.00									
						OHD	TDW0P	0.00									
						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
						OHD		0.0000032bk									
						OHD		0.0003748bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
						OHL, OHM	1L5NF	0.013									
						OHL, OHM	1L5NF	22.60	26.62								
						OHL, OHM	1L5NK	0.013									
						OHL, OHM	1L5NK	15.61	26.62								
						OHL, OHM	1L5NK	0.013									
						OHL, OHM	1L5NK	15.61	26.62								
						OH1, OH1MS	1L5NL	0.2652									
						OH1, OH1MS	1L5NL	70.47	79.44								
						OH3, OH3MS	1L5NM	6.04									
						OH3, OH3MS	1L5NM	850.45	158.05								
LOCAL CHANNEL - DEDICATED TRANSPORT																	
						OHL, OHM	TEFV2	18.32	187.51	32.21							
						OHL, OHM	TEFV4	19.41	187.94	32.63							
						OH1	TEFHG	39.18	172.34	149.27							
						OH3	TEFHJ	469.44	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
						OH1MS	TEFHG	0.00	0.00								
						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																	
						OH1, OH1MS	SATN1	105.09	88.41	60.76							
						OH3, OH3MS	SATNS	201.48	172.99	91.25							
						OH1, OH1MS	SATCO	11.78	6.39	4.58							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Mississippi										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0005379bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0005379bk										
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.11	56.98								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000026bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004541bk										
LOCAL INTERCONNECTION (TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.52	27.57		7.11							
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	27.57		7.11							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	27.57		7.11							
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	82.28		14.90							
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	163.70		60.29							
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								

LOCAL INTERCONNECTION - Mississippi																				Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)								
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																							



LOCAL INTERCONNECTION - North Carolina											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0012bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0012										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.54	56.88								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.00001bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.00034bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0282										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.00	137.48	52.58				38.07	38.07			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0282										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58				38.07	38.07			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0282										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58				38.07	38.07			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.5753										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	71.29	217.17	163.75				38.07	38.07			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	12.98										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	720.38	794.94	579.55				91.26	91.26			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	11.24	553.80	89.69				42.17	12.76			
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	12.03	562.23	92.67				42.17	12.76			
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	27.05	534.48	462.69				86.15	1.77			
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	298.92	562.25	527.88				56.25	56.25			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00					86.15	1.77			
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00					56.25	56.25			
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06				24.77	8.16			
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40				24.78	7.42			
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - South Carolina										Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)		
											SOMEK	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.													
TANDEM SWITCHING													
	Tandem Switching Function Per MOU			OHD		0.000736bk							
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.000736bk							
	Tandem Intermediary Charge, per MOU*			OHD		0.0015							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.													
TRUNK CHARGE													
	Installation Trunk Side Service - per DS0			OHD	TPP++		335.14	57.16					
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00							
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements													
COMMON TRANSPORT (Shared)													
	Common Transport - Per Mile, Per MOU			OHD		0.0000045bk							
	Common Transport - Facilities Termination Per MOU			OHD		0.0004095bk							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT													
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0167							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.30	40.63		16.77				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0167							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	40.63		16.77				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0167							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	40.63		16.77				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415							
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47		16.39				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37		60.33				
LOCAL CHANNEL - DEDICATED TRANSPORT													
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21			
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68			
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30			
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77			
LOCAL INTERCONNECTION MID-SPAN MEET													
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.													
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS													
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81			
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90			
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.													



LOCAL INTERCONNECTION - Tennessee																				Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l					
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)									
										First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																							

**Attachment 7**  
**Billing and Billing Accuracy Certification**

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## **BILLING AND BILLING ACCURACY CERTIFICATION**

This Attachment 7 is subject to the General Terms and Conditions of this Agreement.

### **1. CLEC Payment and Billing Arrangements**

- 1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Sprint requests. BellSouth will bill and record in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CABS Billing Output Specifications (CBOS) Standards or Customized Large User Bill/Electronic Data Interchange (CLUB/EDI) format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from Sprint, Sprint shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at its reasonable and demonstrable cost.
- 1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.
- 1.3 BellSouth shall bill Sprint on a current basis all applicable charges and credits.
- 1.4 **Payment Responsibility.** Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Sprint from Sprint's customer. In general, BellSouth will not become involved in disputes between Sprint and Sprint's end user customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, Sprint shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be

required to submit documentation to substantiate the claim. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 1.5 BellSouth will render bills each month on established bill days for each of Sprint's accounts.
- 1.6 BellSouth will bill Sprint in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Sprint, and Sprint will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 1.7 With respect to services resold by Sprint, any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Sprint.
- 1.8 BellSouth will not perform billing and collection services for Sprint as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 1.9 Pursuant to 47 CFR Section 51.617, for resold lines BellSouth will bill Sprint end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth. In the event payment is not received by BellSouth by the due date and Sprint can demonstrate that payment was made in a timely manner, BellSouth will acknowledge such payment and waive all associated late payment charges.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.13, below, shall apply.

- 1.11 If Sprint requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Sprint not to exceed BellSouth's reasonable and demonstrable costs.



- 1.12      Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.
- 1.13      Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Sprint will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law.
- 1.14      Discontinuing Service to Sprint. The procedures for discontinuing service to Sprint are as follows:
- 1.14.1      BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Sprint of the rules and regulations contained in BellSouth's tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.
- 1.14.2      If payment of account, except a Bona Fide Billing Dispute amount as described in Section 3 of this Attachment, is not received by the bill day in the month after the original bill day, BellSouth may, upon written notice, refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. BellSouth may, at the same time, give thirty days notice to Sprint at the billing address to discontinue the provision of existing services to Sprint at any time thereafter.
- 1.14.3      In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.14.4      If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Sprint without further notice.
- 1.14.5      If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Sprint's services will be discontinued. Upon

discontinuance of service on Sprint's account, service to the Sprint's end users will be denied. BellSouth will reestablish service at the request of the end user or Sprint upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Sprint is responsible for notifying the end user of the proposed service disconnection.

- 1.15 Deposit Policy. BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
  - 1.15.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
  - 1.15.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing.
  - 1.15.3 The fact that a security deposit has been made in no way relieves Sprint from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
  - 1.15.4 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. BellSouth shall provide reasonable advance notice prior to implementation of such increase in security deposit.
  - 1.15.5 In the event that Sprint defaults on its account, service to Sprint may be terminated and any security deposits held will be applied to its account. BellSouth will promptly notify Sprint prior to any such treatment of Sprint's account such that Sprint has the opportunity to remedy such default prior to termination of service.
  - 1.15.6 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.16 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), and Access Daily Usage File (ADUF), are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as ordered by the appropriate state regulatory authorities or as negotiated by the Parties upon request by either Party.

## **2. Wireless Billing and Compensation**

- 2.1 The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.
- 2.2 Any charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this agreement shall be billed within one year from the time the charge was incurred, previously unbilled charges more than one year old shall not be billed by either party.

### **3. Billing Accuracy Certification**

- 3.1 Upon mutual agreement, BellSouth and Sprint will implement a billing quality assurance program for all billing elements covered in this Agreement that may eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- 3.2 As part of the billing quality assurance program, BellSouth and Sprint will develop standards, measurements, and performance requirements for a local billing measurements process. These standards, measurements, and performance requirements include but are not limited to the BellSouth Service Quality Measurements associated with billing in Attachment 9 of this Agreement and other measures as may be ordered by appropriate state regulatory authorities. On a regular basis BellSouth will provide Sprint with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Sprint will pay all bills received from BellSouth in full by the payment due date.
- 3.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
  - 3.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

# **EXHIBIT B**

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Nextel South Corp.**

**INTERCONNECTION  
AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND  
NEXTEL SOUTH CORP.**

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## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and Nextel South Corp., ("Carrier") a Delaware Corporation and shall be deemed effective as of June 14, 2001, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

### WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

#### I. Definitions

**A. Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**B. Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**C. Intermediary Traffic** is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a

CLEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

**D. Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

**E. Local Interconnection** is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

**F. Non-Local Traffic** is defined as all traffic that is not Local Traffic or access services, as described in section VI of this Agreement.

**G. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

**H. Percent Local Usage (PLU)** is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

**I. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).



**J. Type 1** Interconnection is a connection between a BellSouth end office and a CMRS company's point of termination.

**K. Type 2A** Interconnection a connection between a BellSouth access tandem or local tandem to a CMRS company's point of termination. The CMRS switch functions as an end office.

**L. Type 2B** Interconnection is a connection between a BellSouth end office and the CMRS company's point of termination. This type connection provides a high usage route from/to NXX codes located in the end office and is provided in conjunction with Type 2A interconnection.

## **II. Purpose**

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

## **III. Term of the Agreement**

**A.** The term of this Agreement shall be two years, beginning on the Effective Date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section D below.

**B.** The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

**C.** If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission

does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

**D.** Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section C above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

#### **IV. Compensation and Billing**

##### **A. Compensation**

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.
2. If Carrier is unable to determine the amount of BellSouth originated traffic (Local Traffic) terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.
3. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.
4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

## **B. Billing**

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the

time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Carrier's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

## **V. Methods of Interconnection**

**A.** There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

**B.** The parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

**C.** Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

**D.** The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic.

**E.** The parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

**F.** When the parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

**G.** The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

## **VI. Non-Local Traffic Interconnection**

**A.** The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

**B.** For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

**C.** Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

**D.** If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier which is destined for the network of a nonparty

telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

## **VII. Provision of Network Elements**

**A.** BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier will pay BellSouth the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

**B.** A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining access to information needed to allow Carrier to bill and collect, transmission, and routing of the telecommunications service.

**C.** A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements. The Parties agree to negotiate such a separate Agreement or amendment in good faith.

## **VIII. Access To Poles, Ducts, Conduits, and Rights of Way**

BellSouth will provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.



## **IX. Access to 911/E911 Emergency Network**

**A.** BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

**B.** BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

## **X. Access to Telephone Numbers**

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

## **XI. Local Number Portability**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

## **XII. Access to Signaling and Signaling Databases**

**A.** BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

**B.** Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

### **XIII. Network Design and Management**

**A.** The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

**B.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

**C.** The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

**D.** Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

**E.** The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

**F.** For network expansion, the parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

**G.** The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

#### **XIV. Auditing Procedures**

Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

#### **XV. Liability and Indemnification**

**A.** EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS,

LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

**B.** Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

**C.** Neither party is liable for damages to the other party's terminal location, Point of Interface (POI) nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

**D.** Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

**E.** A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse

the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

**F.** Neither BellSouth nor Carrier shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

**G.** Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

**H.** The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

**I.** Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

**J.** Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

**K.** Neither party assumes liability for the accuracy of the data provided to it by the other party.

**L.** No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

**M.** Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

**N.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

**O.** The obligations of the parties contained within this section shall survive the expiration of this Agreement.

## **XVI. Modification of Agreement**

**A.** BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

**B.** If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

**C.** No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

**D.** Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

**E.** In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

## **XVII. Taxes and Fees**

**A. Definition:** For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

**B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.**

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

**C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.**

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a



tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

**D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.**

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

## **XVIII. Treatment of Proprietary and Confidential Information**

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from

distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

**C. Exceptions.** Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

**D.** Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

**E.** Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

**F.** The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

**G. Survival of Confidentiality Obligations.** The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## **XIX. Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within 30 days, either party may petition

the Commission for a resolution of the dispute. However, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

## **XX. Waivers**

Any failure or delay by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## **XXI. Assignment**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

## **XXII. Amendment**

This Agreement may not be amended in any way except upon written consent of the parties.

## **XXIII. Severability**

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

## **XXIV. Survival**

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

## **XXV. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

## **XXVI. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

## **XXVII. Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

## **XXVIII. Notices**

**A.** Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**  
675 W. Peachtree St. N.E.  
Suite 4300  
Atlanta, Georgia 30375  
Attn: Legal Dept. "Wireless" Attorney

**Nextel South Corp.**  
Nextel Communications, Inc.  
2001 Edmund Halley Dr.  
Reston, VA 20191  
Attn: Bob Edgerly  
Sr. Manager, Interconnection

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

**B.** Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be

effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

#### **XXIX. Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

#### **XXX. Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

#### **XXXI. Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

#### **BellSouth Telecommunications, Inc.**

By: \_\_Signature on file\_\_\_\_\_

Randy J. Ham  
Name

Managing Director -  
Wireless Interconnection  
Title

#### **Nextel South Corp.**

By: \_Signature on file\_\_\_\_\_

Nancy Carlsen  
Name

Director - Telco Management  
Title

October 1, 2001  
Date

September 27, 2001  
Date

## **Attachment B-1**

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007



## Attachment B-1

### **Type 1, Type 2A, & 2B Mobile To Land Trunk Usage** (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10

***Customer Name: Nextel South Corp.***

Nextel South Adoption Of Sprint in AL	2
Nextel AdoptionPapers AL	3

**EXHIBIT C**

**CLEC Agreement with:**

**Nextel South Corp.**

## AGREEMENT

This Agreement, which shall be considered effective as of March 4, 2008 ("Effective Date"), and is entered into by and between Nextel South Corporation ("Nextel South"), a Delaware corporation on behalf of itself and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama ("AT&T"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, Nextel South has requested that AT&T Alabama make available the interconnection agreement in its entirety between AT&T Alabama and Sprint Communications Company Limited Partnership, Sprint Communications Company, L.P. and Sprint Spectrum L.P. dated January 1, 2001 for the State of Alabama ("2001 AT&T Alabama/Sprint Agreement").

**WHEREAS**, PURSUANT TO Alabama Public Service Commission Order in Docket No. 30832 dated November 4, 2008, for purposes of this Agreement, Nextel South has adopted the 2001 AT&T Alabama/Sprint Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Nextel South and AT&T hereby agree as follows:

1. As of the Effective Date of this Agreement, Nextel South adopts in its entirety the 2001 AT&T Alabama/Sprint Agreement and any and all amendments to said agreement executed and approved by the Alabama Public Service Commission as of the Effective Date of this Agreement. The 2001 AT&T Alabama/Sprint Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1 – 2001 AT&T Alabama/Sprint Agreement including Amendments	1176
TOTAL	1179

2. In the event that Nextel South consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Nextel South under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2.1, Part A of the General Terms and Conditions of the 2001 AT&T Alabama/Sprint Agreement.

4. Notice to the parties as may be required under the terms of the 2001 AT&T Alabama/Sprint Agreement shall be provided as follows to:

**AT&T Alabama**

Contract Management  
ATTN: Notices Manager  
311 S. Akard, 9<sup>th</sup> Floor  
Four AT&T Plaza  
Dallas, TX 75202-5398  
Facsimile: 214-464-2006

**Nextel South Corporation**

Sprint/Nextel  
Manager, ICA Solutions  
6330 Sprint Parkway  
Mailstop: KSOPHA0310-3B268  
Overland Park, KS 66251  
Phone 913-762-4847 (overnight mail only)

Manager, ICA Solutions  
P.O. Box 7954  
Shawnee Mission, KS 66207-0954

With a copy to:

Sprint/Nextel  
Legal/Telecom Management Privacy Group  
6450 Sprint Parkway  
Mailstop: KSOPHN0312-3A318  
Overland Park, KS 66251  
Phone 913-315-9762 (overnight mail only)

Legal/Telecom Management Privacy Group  
P.O. Box 7966  
Overland Park, KS 66207-0966

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.,  
d/b/a AT&T Alabama**

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date:

12-17-08

**Nextel South Corporation**

By: 

Name: Craig T. Cowden

Title: V.P. Access Mgmt

Date:

December 12, 2008

**EXHIBIT 1**

**2001 AT&T ALABAMA/SPRINT AGREEMENT**

**This Interconnection Agreement Is Currently On File With The Commission And Can Also  
Be Found Via The Following Web Site Address:**

[http://cpr.bellsouth.com/clec/docs/all\\_states/800aa291.pdf](http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf)

## CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2010, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

Sprint Spectrum, LP dba Sprint PCS  
Prentice-Hall Corporation System, Inc.  
2908 Poston Ave.  
Nashville, TN 37203

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

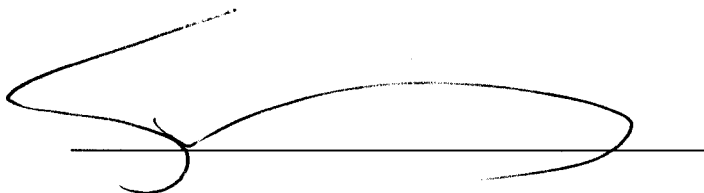
Nextel South Corp.  
Corporation Service Company  
2908 Poston Ave.  
Nashville, TN 37203

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

Sprint Spectrum, LP dba Sprint PCS  
Attn: Legal Regulatory Dept.  
Mailstop: KSOPHI0414  
6160 Sprint Parkway, Bldg. 9  
Overland Park, KS 66251

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

Nextel South Corporation  
Manager, ICA Solutions  
P. O. Box 7954  
Shawnee Mission, KS 66207-0954

A handwritten signature in black ink, consisting of a large, stylized 'S' shape with a horizontal line extending to the right, ending in a small loop.