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March 19, 2010

VIA HAND DELIVERY

FILED ELECTRONICALLY IN DOCKET OFFICE ON 03/19/10

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

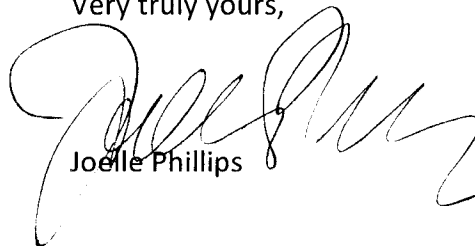
Re: *Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. dba Nextel Partners*
Docket No. 10-00042

Dear Chairman Kyle:

Enclosed for filing in the referenced docket are the original and four copies of AT&T's *Petition* in the referenced matter. Due to volume, exhibits are being provided on CD ROM.

Copies have been provided to the Agents for Service of Process for Sprint Spectrum, L.P., Nextel South Corp. and NPCR, Inc.

Very truly yours,



Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. dba Nextel Partners*

Docket No. _____

PETITION OF BELL SOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE FOR SECTION 252(b) ARBITRATION

Pursuant to Section 252(b) of the Telecommunications Act of 1996 ("1996 Act"), BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T Tennessee") files this Petition for Arbitration ("Petition") seeking resolution of certain issues arising between AT&T Tennessee and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. (collectively, "Sprint CMRS") in the negotiation of an Interconnection Agreement ("ICA"). AT&T Tennessee states as follows:

A. STATEMENT OF FACTS

1. AT&T Tennessee is a corporation organized and existing under the laws of the State of Georgia, maintaining its principal place of business in Tennessee at 333 Commerce Street, Nashville, Tennessee. AT&T Tennessee is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is authorized to provide telecommunications services in the state of Tennessee.

2. Sprint Spectrum L.P. ("Sprint PCS") is a Delaware limited partnership and acts as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and certain other entities.

3. Nextel South Corp. ("Nextel South") is a Delaware corporation.

4. NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners") is a Delaware Corporation.

5. Sprint PCS, Nextel South and Nextel Partners are providers of commercial mobile radio service ("CMRS") and are authorized by the Federal Communications Commission to provide telecommunications service in Tennessee. Each is a "telecommunications carrier" under the 1996 Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251.

6. AT&T Tennessee and Sprint PCS are currently parties to an ICA that was initially approved on September 9, 2002, by the Authority in Docket No. 02-00836, and, by mutual agreement, was amended from time to time. The amendments were filed with and approved by the Authority. That ICA was subsequently extended by an amendment filed with the Authority in Docket No. 07-00132 and approved by Order dated January 25, 2008, and its term expires on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

7. AT&T Tennessee and Nextel South are currently parties to an ICA that was adopted by Nextel South, pursuant to Authority Order dated July 17, 2008 in Docket No. 07-00161. The ICA's term expires on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

8. AT&T Tennessee and Nextel Partners are currently parties to an ICA that was adopted by Nextel Partners, pursuant to the Authority's Order dated July 17, 2008 in Docket

No. 07-00162. The ICA's term expires on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

9. In anticipation of the expiration of the current ICA, and pursuant to the terms of that ICA, Sprint CMRS sent AT&T Tennessee a written request for negotiation of a new interconnection agreement on August 13, 2009. Sprint CMRS requested that the current interconnection agreement between AT&T and Sprint CMRS in Tennessee be used as the starting point for negotiations. A copy of the letter is attached hereto as Exhibit A.

10. Thereafter, AT&T Tennessee provided a draft of the proposed successor interconnection agreement to Sprint CMRS, and the parties have negotiated the terms and conditions of the proposed agreement.

B. JURISDICTION AND TIMING

11. Section 252(b)(1) of the 1996 Act allows either party to the negotiation to request arbitration during the period between the 135th day and the 160th day from the date the request for negotiation was received. By agreement of the parties, Sprint CMRS's request for negotiation was received October 12, 2009. Accordingly, the "arbitration window" closes on March 21, 2010, and this Petition is timely filed.

12. Section 252(b)(4)(C) of the 1996 Act requires the Authority to render a decision in this proceeding within nine months after the date upon which the request for interconnection negotiations was received. Accordingly, the 1996 Act requires the Authority to render a decision in this proceeding, absent an agreed extension, not later than July 12, 2010.

C. ISSUES FOR ARBITRATION

13. Although the parties have engaged in negotiations, many open issues remain. AT&T Tennessee hopes the parties will be able to resolve some or many of the disputed issues before hearing.

14. AT&T Tennessee submits herewith as Exhibit B the proposed interconnection agreement that reflects the parties' disagreements as they stand as of the date of this filing. Most of the language in Exhibit B is in normal font; the parties have agreed on that language. Language that AT&T Tennessee proposes and Sprint CMRS opposes is **bold and underlined**. Language that Sprint CMRS proposes and AT&T Tennessee opposes is in ***bold italics***.

15. Also submitted herewith, as Exhibit C, is an issues matrix or Decision Point List ("DPL") that identifies the issues set forth for arbitration. The DPL assigns an Issue Number to each passage (or related passages) of disputed language, and, for each issue, identifies the issue presented and sets forth in short form AT&T Tennessee's position on the issue and Sprint CMRS's position as AT&T Tennessee understands it.

16. Pursuant to 47 U.S.C. § 252(b)(2)(B), AT&T Tennessee is providing a copy of this Petition and the accompanying documentation to Sprint CMRS on the day on which this Petition is filed with the Authority.

WHEREFORE, AT&T Tennessee respectfully requests that the Authority arbitrate the open issues set forth in this Petition, and enter an Order directing that AT&T Tennessee's positions on the issues raised herein be incorporated into the Interconnection Agreement between Sprint CMRS and AT&T Tennessee. Further, AT&T Tennessee requests such other, more general or specific relief as is just and proper under the circumstances.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
dba AT&T Tennessee

By: _____

Guy M. Hicks

Joelle Phillips

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

Attorneys for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on March 19, 2010, a copy of the foregoing document was served on the following, via the method indicated:

- ☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☐ Electronic

Sprint Spectrum, LP
c/o CSC/Prentice Hall
2908 Poston Ave
Nashville, TN 37203

- ☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☐ Electronic

Nextel South Corp.
c/o CSC/Prentice Hall
2908 Poston Ave
Nashville, TN 37203

- ☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☐ Electronic

NPCR, Inc.
c/o CSC/Prentice Hall
2908 Poston Ave
Nashville, TN 37203

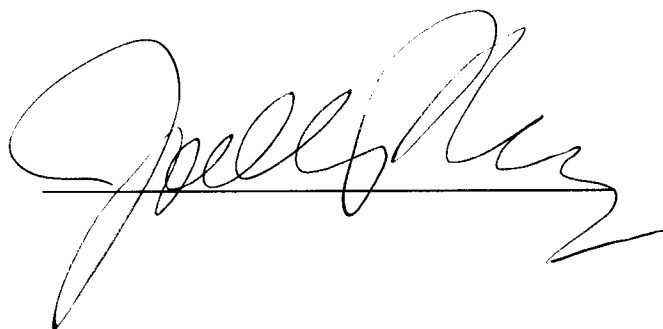
A handwritten signature in black ink, appearing to read "J. Bell", is written over a horizontal line.

Exhibit A

Sprint

Sprint – Access Strategy

Mailstop: KSOPHA0310-3B320
6330 Sprint Parkway
Overland Park, KS 66251
Voice: (913) 762-4070
Fax: (913) 762-0117
Fred.Broughton@Sprint.com

August 13, 2009

Via Overnight and Electronic Mail:

Ms. Lynn Allen-Flood
BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
34S91
Atlanta, GA 30375
la2177@att.com

Mr. Randy Ham
BellSouth Telecommunications, Inc.
600 N. 19th St.
8th Floor
Birmingham, AL 35203
rh8556@att.com

Via Overnight Mail:

BellSouth Telecommunications, Inc.
CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

BellSouth Telecommunications, Inc.
General Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Re: Sprint Nextel / BellSouth Interconnection Negotiations for Commonwealth of Tennessee

Dear Lynn and Randy:

Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended (“Act”), General Terms and Conditions – Part A Section 3 of the parties’ current interconnection agreements (“Section 3”), and AT&T Merger Commitment No. 3¹, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR,

¹ *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum and Opinion, at p. 149, Appendix F, Merger Commitment No. 3 under “Reducing Transaction Costs Associated with Interconnection Agreements”, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) which provides: “The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing agreement as the starting point for negotiating a new agreement.”

Letter
Lynn Allen Flood
Randy Ham
August 13, 2009
Page 2

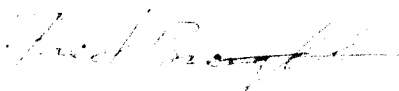
Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T") using the parties' pre-existing Tennessee interconnection agreement ("Tennessee ICA") as the starting point for such negotiations.

Sprint is agreeable to a 3-year extension of the existing Tennessee ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the Tennessee ICA that reflects any and all changes that AT&T seeks to the Tennessee ICA. Sprint recognizes that in the context of Tennessee ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the Tennessee ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Tennessee ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the Tennessee ICA, Sprint can determine what, if any, proposed changes it may have to the Tennessee ICA and at that point propose the scheduling of an initial negotiation call.

Pursuant to 47 U.S.C. § 252(b)(1), AT&T's receipt of Sprint's request for negotiations commences the statutory day 135 and 160 timelines for filing an arbitration petition under the Act. Using AT&T's e-mail receipt of this letter on August 14, 2009, Sprint calculates the respective statutory 135 and 160 days to be December 26, 2009 and January 20, 2010.

Please acknowledge to me by way of e-mail, facsimile or U.S. Mail that you have received this letter, whether AT&T agrees with Sprint's statutory timeline calculations, and when Sprint can expect to receive AT&T's redline of the Tennessee ICA.

Sincerely,



Fred Broughton

cc: Mr. Ralph Smith
Mr. Joseph P. Cowin
Mr. Joseph M. Chiarelli

Exhibit B

AGREEMENT

THIS INTERCONNECTION AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (“AT&T” or “AT&T-9STATE”) 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, *and as agent for the entities identified as Affiliates on Attachment A (Sprint Spectrum, L.P., WirelessCo, L.P., SprintCom, Inc. and all entities identified as Affiliates on Attachment A are collectively referred to as “Sprint Spectrum”), Nextel South Corp., a Georgia corporation and Nextel West Corp., a Delaware corporation (collectively “Nextel”), and NPCR, Inc., a Delaware corporation d/b/a Nextel Partners (“Nextel Partners”) (Sprint Spectrum, Nextel and Nextel Partners are collectively referred to as “Sprint PCS” or “Sprint wireless”) (Sprint CLEC and Sprint PCS are collectively referred to as “Sprint”) jointly d/b/a Sprint PCS (“Sprint PCS”) (“the Agreement”)*. This Agreement may refer to either AT&T or Sprint or both as a “Party” or “Parties”, and is made effective on _____ (“Effective Date”). All rates in this Agreement are made effective thirty (30) calendar days following the date of the last signature of the Parties.

RECITALS

WHEREAS, AT&T is an *Incumbent Local Exchange Carrier (“ILEC”)* authorized to provide Telecommunications Services in the states of Alabama, Florida, 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 Telecommunications Services 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, the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of Telecommunications Services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the

Legend: AT&T language in bold underline
Sprint language in bold italics

Parties will Interconnect their networks and Facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein;

WHEREAS. Sprint is a Telecommunications Carriers and has requested AT&T to negotiate an Agreement with Sprint for the provision of services pursuant to the Act and in conformance with AT&T's duties under the Act; and,

NOW THEREFORE, in consideration of the terms and agreements contained herein, AT&T 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.**

1.1 Scope of Obligations:
Notwithstanding anything to the contrary contained herein, AT&T-9STATE's obligations under this Agreement shall apply only to:

The specific operating area(s) or portion thereof in which AT&T-9STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and

Assets that AT&T-9STATE owns or leases and which are used in connection with AT&T-22STATE's provision to CMRS Provider of any Interconnection products and/or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

This Agreement sets forth the terms and conditions pursuant to which AT&T-9STATE agrees to provide CMRS Provider with access to, Interconnection under Section 251(c)(2) in AT&T-9STATE's incumbent local Exchange Areas for the provision of CMRS Provider's Telecommunications Services. The Parties acknowledge and agree that AT&T-9STATE is only obligated to make available Interconnection under Section 251(c)(2) to CMRS Provider in AT&T-9STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions, including references to tariff rates, terms and conditions, set forth in this Agreement shall only

apply to the Parties and be available to CMRS Provider for provisioning Telecommunication Services within an AT&T-9STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.

1. Purpose **and Scope.**
- 1.1 This Agreement specifies the rights and obligations of the Parties with respect to the *implementation of their respective duties under the Act.*
- 1.2 *Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.*
- 1.3 *Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic.*
- 1.4 *Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.*
- 1.5 Affiliates and Network Managers

- 1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter “Network Manager(s)”) for the construction and operation of a wireless system under a Sprint or Sprint Affiliate license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE’s network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&T-9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.
- 1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint’s Affiliate and its Network Managers. Notwithstanding that AT&T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement.
- 1.5.3 Upon Sprint’s providing AT&T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.

2. **Term of the Agreement**

Legend: **AT&T language in bold underline**
Sprint language in bold italics

2.1 **The term of this Agreement is three (3) years from**
and shall expire as of . **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 has not been
executed by the Parties, this Agreement shall continue on a month-to-
month basis.

2.2 **Termination for Non-Performance or Breach:**
Notwithstanding any other provision of this Agreement, either Party
may terminate this Agreement and the provision of any
Interconnection products and/or services provided pursuant to this
Agreement, at the sole discretion of the terminating Party, in the event
that the other Party fails to perform a material obligation or breaches
a material term of this Agreement and the other Party fails to cure
such nonperformance or breach within forty-five (45) calendar days
after written notice thereof. If the nonperforming Party fails to cure
such nonperformance or breach within the forty-five (45) calendar day
period provided for within the original notice, then the terminating
Party will provide a subsequent written notice of the termination of
this Agreement and such termination shall take effect immediately
upon delivery of written notice to the other Party.

If, at any time during the term of this Agreement, AT&T-9STATE is
unable to contact CMRS Provider pursuant to the notices provision
hereof or any other contact information provided by CMRS Provider
under this Agreement, and there are no active services being
provisioned under this Agreement, then AT&T, at its discretion,
terminate this Agreement, without any liability whatsoever, upon
sending of notification to CMRS Provider pursuant to the Notice
Section hereof.

2.3 **Termination of Agreement after Initial Term Expiration:**
Where CMRS Provider has no End Users or is no longer purchasing
any services under this Agreement, CMRS Provider may terminate the
Agreement by providing “notice of termination” to AT&T-9STATE at
any time after the initial term of this Agreement. After termination the
Parties’ liability for termination of this Agreement shall be limited to
obligations under the Survival Section of this GTC.

Where CMRS Provider has End Users and/or is purchasing
Interconnection products and/or services under this Agreement and
either Party seeks to terminate this Agreement, CMRS Provider shall
cooperate in good faith to effect an orderly transition of service under
this Agreement. CMRS Provider shall be solely responsible (from a
financial, operational and administrative standpoint) to ensure that its

End Users are transitioned to a new Telecommunication Carrier prior to the expiration or termination date of this Agreement.

If at any time within one hundred eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “notice of termination,” the Party who receives such notice shall have ten (10) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. When CMRS Provider receives notice of termination from AT&T-9STATE, CMRS Provider shall identify the action to be taken in each of the applicable state(s). If CMRS Provider wishes to pursue a successor agreement with AT&T-9STATE, CMRS Provider shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-9STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CMRS Provider’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, AT&T-9STATE shall continue to offer services to CMRS Provider pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.

2.4 **If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the successor agreement becomes effective. The terms of such successor agreement shall be effective as of the effective date stated in such successor agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the successor agreement or the transition from this Agreement to the successor agreement.**

2.1 ***Term. The initial term of this Agreement in a given state in which AT&T-9STATE operates is two (2) years from the date that the Agreement is approved by the Commission in that state (“Initial Term”) and shall thereafter automatically renew on a year-to-year basis (“Renewal Term”).***

The Initial Term and a Renewal Term are respectively referred to herein as the Term.

2.2 Termination for Non-Performance or Breach:

Upon Commission approval, a Party (“Non-Defaulting Party”) may terminate this Agreement to the extent authorized by the Commission, if the other Party (“Defaulting Party”) either : a) fails to perform a material obligation or breaches a material term of this Agreement and fails to cure such nonperformance or breach within sixty (60) calendar days after written notice thereof; or, b) at any time during the term of this Agreement, AT&T-9STATE is unable to contact Sprint pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement.

2.3 Termination, Continuation or Replacement of Agreement:

2.3.1. *Where Sprint has End Users and/or is purchasing services under this Agreement and the Agreement is terminated by mutual consent or pursuant to Section 2.2, Sprint shall cooperate in good faith to effect an orderly transition of service under this Agreement. Unless termination results from the wrongful conduct of AT&T, Sprint shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier upon termination of the Term of this Agreement.*

2.3.2. *If at any time within one hundred eighty (180) days prior to the end of a Term, if either Party serves a notice to re-negotiate or terminate the Agreement (“Notice”) in a given State in which AT&T-9STATE operates (“Noticing Party”), the Party who receives such Notice (“Receiving Party”) shall have thirty (30) calendar days to provide the Noticing Party written confirmation (“Response”) indicating whether the Receiving Party wishes to a) continue to use the existing Agreement, b) negotiate modifications or a replacement agreement, which in either case would constitute a Subsequent Agreement (“Subsequent Agreement”), or c) proposes, or agrees to a proposed. termination of the Agreement. Upon receipt of the Response, the Noticing Party shall have fifteen (15) days to provide a written reply (the “Reply”) to the Receiving Party indicating*

whether the Noticing Party will d) continue to use the existing Agreement, e) desires a Subsequent Agreement, or f) agrees to a proposed termination, If the Response and Reply do not reflect mutual consent to either terminate the Agreement or that it continue in its present form without modification, then the Response and Reply shall be treated as the Parties' mutual written request to commence negotiations for a Subsequent Agreement under Sections 251/252 of the Act in each of the state(s) in which the Subsequent Agreement will apply ("Mutual Negotiation Request"). The date of such Mutual Negotiation Request for the purpose of initiating the statutory one hundred thirty-five (135) day negotiation window shall be the date the Receiving Party receives the Reply, and the Parties shall thereafter promptly commence good faith negotiations for a Subsequent Agreement for such State(s).

2.3.3 *The Parties shall continue to provide services to one another pursuant to the rates, terms and conditions set forth in this Agreement until a Subsequent Agreement becomes effective between the Parties, or the Agreement is terminated pursuant to either mutual agreement of the Parties or Section 2.2. Neither Party shall refuse to provide services to the other Party during the negotiation of a Subsequent Agreement or the transition from this Agreement to a Subsequent Agreement.*

2.4 *The terms of any Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively unless the Parties agree otherwise.*

2.5 *If good-faith negotiations do not result in a negotiated Subsequent Agreement, and neither Party files for arbitration within the statutory clock established in the Act under Section 252(b) (or, a mutually agreed extension thereof), then the Agreement shall continue on its original year-to-year basis as provided in Section 2.1 subject to either Party sending a new, timely Notice to re-negotiate or terminate the Agreement as provided in Section 2.3.2.*

3. **Referenced Documents:**
Any reference throughout this Agreement to an industry guideline, AT&T-9STATE's technical guideline or referenced AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof

that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-9STATE's website.

- 3.1 **References:**
References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.
- 3.2 **Tariff References:**
References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-9STATE's services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-9STATE provides such services as a result of detariffing or deregulation.
- 3.3 **Conflict in Provisions:**
If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda.
- 3.4 **Joint work Product:**
This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 3.5 **Incorporation by Reference:**
All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection product and/or service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.
- 3.6 **Non-Voluntary Provisions:**

This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by **AT&T-9STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively “Non-Voluntary Arrangement(s)”). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Modification of Agreement provisions of the Agreement to re-negotiate such affected provisions. Except to the extent otherwise required by law or regulatory action, the Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement.

3.7

State-Specific Rates, Terms and Conditions:

For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state (“State-Specific terms”). State-specific terms, as the phrase is described above, have been negotiated by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

4.

Responsibilities of the Parties

Each Party is individually responsible to provide non-Interconnection Facilities within its own network that are necessary for routing, transporting, and billing traffic that is exchanged subject to this Agreement, and to deliver such traffic to its applicable destination or delivery point.

The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party’s consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. Insurance

5.1 At all times during the term of this Agreement, **CMRS Provider** ~~CMRS Provider each Party~~ shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

5.1.1 With respect to **CMRS Provider's** ~~CMRS Provider's each Party's~~ performance under this Agreement, and in addition to CMRS Provider's obligation to indemnify, **CMRS Provider** ~~CMRS Provider each Party~~ shall at its sole cost and expense:

5.1.2 maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:

5.1.3 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

5.1.4 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;

5.1.5 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter:

5.1.6 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, **CMRS Provider** ~~CMRS Provider a Party~~ may procure insurance from the state fund of the state where work is to be performed; and

5.1.7 *upon request*, deliver to **AT&T-9STATE certificates** ~~AT&T-9STATE certificates or otherwise make available through web-access, to the requesting Party evidence~~ of insurance stating the types of insurance and policy limits. **CMRS Provider** ~~CMRS Provider A Party~~ shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to **AT&T-9STATE** ~~AT&T-9STATE the other Party~~. **CMRS Provider** ~~CMRS Provider A Party~~ shall deliver such certificates *also provide such requested evidence or web access*:

- 5.1.7.1 **prior to execution of this Agreement and** ~~prior to execution of this Agreement~~ and prior to commencement of any work *that requires insurance*;
- 5.1.7.2** **prior to execution of any insurance policy required in this Section; and**
- 5.1.7.2 *prior to execution of any insurance policy required in this Section*; and
- 5.1.7.3 for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.
- 5.2 The Parties agree:
- 5.2.1 the failure of **AT&T-9STATE** ~~AT&T-9STATE~~ *a Party* to demand **such certificate of insurance** ~~such certificate of insurance~~ *evidence of or web access to such evidence of insurance*, or failure of **AT&T-9STATE** ~~AT&T-9STATE~~ *a Party* to identify a deficiency will not be construed as a waiver of **CMRS Provider’s** ~~CMRS Provider’s~~ *the other Party’s* obligation to maintain the insurance required under this Agreement;
- 5.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect **CMRS Provider** ~~CMRS Provider~~ *a Party*, nor be deemed as a limitation on **CMRS Provider’s** ~~CMRS Provider’s~~ *a Party’s* liability to **AT&T-9STATE** ~~AT&T-9STATE~~ *the other Party* in this Agreement;
- 5.2.3 **CMRS Provider** ~~CMRS Provider~~ *A Party* may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
- 5.2.4 **CMRS Provider** ~~CMRS Provider~~ *The insuring Party* is responsible for any deductible or self-insured retention.
- 5.3 The insurance coverage required by this Section includes
- 5.3.1 Workers’ Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
- 5.3.1.1 \$500,000 for Bodily Injury – each accident; and
- 5.3.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
- 5.3.1.3 \$500,000 for Bodily Injury by disease – each employee.
- 5.3.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of **AT&T-9STATE** ~~AT&T-9STATE~~ *the other Party*, its Affiliates, and their directors, officers and employees.
- 5.3.2 In the states where Workers’ Compensation insurance is a monopolistic state-run system, **CMRS Provider** ~~CMRS Provider~~ *a Party* shall add Stop

Gap Employers Liability with limits not less than \$500,000 each accident or disease.

5.3.3 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 12 04 [***Sprint policy is not written on December 2004 version of this form***] or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

5.3.3.1 \$2,000,000 General Aggregate limit; and

5.3.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

5.3.3.3 \$1,000,000 each occurrence limit for Personal Injury.

5.3.4 The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. ***Upon request*** ~~EE~~each Party shall provide a copy of ***or web access to*** the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be “blanket” or “automatic” addressing any person or entity as required by contract. ***Upon request, aA***~~A~~ copy of ***or web access to*** the Additional Insured endorsement must be provided within sixty (60) days of **execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal** ~~*execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal-such request; and*~~ include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.

5.4 This Section is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.

6. Ordering Procedures

6.1 The ordering and provision of all services purchased from AT&T-9STATEby Sprint PCS shall be set forth in the appropriate AT&T-9STATEtariff as such tariffs may be amended from time to time during the term of this Agreement.

6.1 *Unless contrary to the terms of this Agreement or Applicable Law, the ordering and provision of all services purchased from AT&T-9STATE by Sprint may be set forth in an applicable AT&T-9STATE ordering guide(s). If no such guide exists, the Parties will mutually determine the reasonable steps that are necessary to order and provision a requested service provided pursuant to this Agreement. In the event of a conflict between an AT&T-9STATE ordering guide or process, the terms of this Agreement and applicable law shall control.*

6.2 When Sprint purchases services pursuant to Attachment 3, such services shall be at least equal in quality to that provided by AT&T-9STATE to itself, or to any subsidiary, affiliate, or any other party to which AT&T-9STATE provides such Interconnection services, and on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms of this Agreement, Section 251(c) and 252 of the Act.

7. Bona Fide Request/New Business Request Process

7.1 Any request by Sprint for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to AT&T-9STATE pursuant to the Bona Fide Request/New Business Request process set forth following.

7.2 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T-9STATE has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Act or (ii) pursuant to the needs of the business.

7.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. AT&T-9STATE will then cease analysis of the request.

7.4 Within two (2) business days of its receipt, AT&T-9STATE shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

- 7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, AT&T-9STATE shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include AT&T's proposed price (plus or minus 25 percent) and state whether AT&T-9STATE can meet Sprint's requirements, the requested availability date, or, if AT&T-9STATE cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why AT&T-9STATE is not able to meet Sprint's requested availability date. AT&T-9STATE also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If AT&T-9STATE does not agree with Sprint's designation, it may utilize the procedures set forth in the General Terms and Conditions Sections of this Agreement. In no event, however, shall any such dispute delay AT&T's processing of the request. If AT&T-9STATE determines that it is not able to provide Sprint with a preliminary analysis within thirty (30) days of AT&T's receipt of a Bona Fide request, AT&T-9STATE will inform Sprint as soon as practicable. Sprint and AT&T-9STATE will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, AT&T-9STATE shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.
- 7.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.
- 7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T, Sprint will notify AT&T-9STATE in writing of its acceptance or rejection of AT&T's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&T's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, **the dispute must be resolved pursuant to the dispute resolution provisions of this Agreement** *the dispute may be resolved pursuant to the General Terms and Conditions of this Agreement, including the filing for Arbitration pursuant to the Act between the 135th and the 160th day after AT&T-9STATE receives Sprint's Bona Fide Request / New Business Request.*

8. Law Enforcement

8.1 AT&T-9STATE and Sprint shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

8.2 Intercept Devices

8.2.1 Local and federal law enforcement agencies periodically request information or assistance (“Requesting Authority”) from a Telecommunications Carrier. When either Party receives a request (“Receiving Party”) associated with an End User of the other Party and the Receiving Party does not provide the network end-office/loop switching (or equivalent facility) functionality to such End User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality. Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority to attach a pen register, trap-and-trace or form of intercept on the Receiving Party’s Facilities.

8.3 Subpoenas:

8.3.1 If a Receiving Party receives a subpoena (or equivalent legal demand regardless of nomenclature, e.g. warrant) for information concerning an End User the Receiving Party knows to be an End User of the other Party and for whom the Receiving Party has no responsive information, the Receiving Party shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other Party.

8.4 Emergencies:

8.4.1 If a Receiving Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the Receiving Party’s switch regarding an End User of the other Party, the Receiving Party will comply with a valid emergency request.

8.5 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act

(CALEA) and to report to applicable State and Federal law enforcement authorities, the Telecommunications Services and related information provided by each of the Parties, as required by law.

- 8.6 AT&T-9STATE shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. AT&T-9STATE shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

9. Liability and Indemnification

- 9.1 Liabilities of ATT&T-9STATE. Unless expressly stated otherwise in this Agreement, the liability of AT&T-9STATE to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.
- 9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to AT&T-9STATE resulting from any and all causes shall not exceed the amounts owing AT&T-9STATE under the agreement in total.
- 9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the services provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 9.4 No Consequential Damages. Neither Sprint nor AT&T-9STATE shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without

limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, “Consequential Damages”)), 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. Each Party hereby releases the other Party and such other Party’s subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit AT&T-9STATE’s or Sprint’s liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by AT&T-9STATE’s or Sprint’s negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties’ indemnification obligations as specified herein.

- 9.5** **Obligation to Indemnify and Defend.** Each Party shall, and hereby agrees to, defend at the other’s request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an “Indemnatee”) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, “Damages”) arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (“a Claim”) (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the “Indemnifying Party”) in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party’s actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as “Intellectual Property Rights”) to the extent that such claim or action arises from Sprint or Sprint’s Customer’s use of the services provided under this Agreement.

9.6 Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10 Intellectual Property Rights and Indemnification

Legend: **AT&T language in bold underline**
Sprint language in bold italics

- 10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with this Agreement.
- 10.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns

the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

- (a) modify or replace the applicable facilities or equipment

(including software) while maintaining form and function, or

(b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. **Treatment of Proprietary and Confidential Information**

11.1 **Proprietary and Confidential Information.** It may be necessary for AT&T-9STATE and Sprint, 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.

- 11.2 Use and Protection, Ownership, Copying and Return of Information.
 - 11.2.1 Recipient shall use Discloser's Information solely for the purpose(s) of performing this Agreement, including the enforcement thereof, and agrees to protect such Information provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except as authorized herein, or as otherwise authorized in writing by the Discloser.
 - 11.2.2 Recipient will use the same standard of care to protect Discloser's Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.
 - 11.2.3 Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Information has been returned or destroyed.
- 11.3 Exceptions.

- 11.3.1 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, provided that such source lawfully disclosed or independently developed such information; (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.
- 11.3.2 If Recipient is required to provide Discloser's Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 11.4 Recipient may also use Discloser's Information for the purposes of negotiation, arbitration or resolution of disputes arising out of this Agreement, or a request by a Sprint Affiliate to adopt this Agreement pursuant to Applicable Law. Nothing herein shall prohibit Recipient from providing Information requested by the FCC, a state regulatory agency, or court with jurisdiction over this Agreement.
- 11.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 11.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 11.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 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.

11.8 AT&T-9STATE shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.

11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from AT&T-9STATE for purposes of soliciting or winning back AT&T's customers.

11.10 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies pursuant to this Agreement.

12. **Publicity**

12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. *Assignment or Corporate Name Change*

13.1 A Party may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-Affiliated Third Party without the prior written consent of the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.

- 13.2 A Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted herein is void ab initio.

13.3 Corporate Name Change and/or change in "d/b/a" only

- 13.3.1 Any change in Carrier's corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the Carrier name is changing, and which does not include a change to Carrier's OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.**

- 13.3.2 The Parties agree to amend this Agreement to appropriately reflect any CMRS Provider Name Change including a change in d/b/a.**

13.4 Company Code Change

- 13.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "Carrier Company Code Change" under this Section. For the purposes of this Section 14.0, "assets" means any Interconnection function, Facility, product or service provided under this Agreement. Carrier shall provide AT&T-9STATE with ninety (90) Days advance written notice of any assignment associated with a Carrier Company Code Change and obtain AT&T-9STATE's consent. AT&T-9STATE shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-9STATE's consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if Carrier has elected to collocate with AT&T-9STATE, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment to AT&T-9STATE, if requested under the terms of this Agreement.**

- 13.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&T-9STATE changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate**

charges to AT&T-9STATE for each service order submitted to accomplish a CMRS Provider Company Code Change; such charges are contained in the applicable AT&T-9STATE tariffs. In addition, Carrier shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&T-9STATE.

14. Resolution of Disputes

14.1 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, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

14.2 The foregoing Section notwithstanding, except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

15. Taxes

15.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a

Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

- 15.2 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a

letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

- 15.3 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

- 15.4 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 15.5 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section above hereof.

16. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. Adoption of Agreements

- 17.1 AT&T-9STATE shall make agreements available to Sprint in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

18. Modification of Agreement

- 18.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.
- 18.2 If Sprint 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

Sprint to notify AT&T-9STATE of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 18.3 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 Act 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).
- 18.4 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 Sprint or AT&T-9STATE to perform any material terms of this Agreement, Sprint or AT&T-9STATE 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 this Agreement.
- 18.5 If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with Applicable Law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in this Agreement. The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.
- 18.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.
- 18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or Facilities under any applicable and effective AT&T-9STATE tariff or subsequent service offering that results from detariffing/deregulation (collectively "tariffs/service offerings"). ***to implement rights or obligations under this Agreement.*** Each party hereby incorporates by reference those provisions of its tariffs/service offerings that govern the provision of any of the services or facilities provided hereunder. References to tariffs throughout this Agreement shall be to

the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/service offering, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/service offering cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:

- 18.7.1 Unless otherwise provided herein, if the service or Facility is ordered from the tariff/service offering, the terms and conditions of the tariff/service offering shall prevail.
- 18.7.2 If the service is ordered **from** ~~from~~ *to implement rights or obligations under this Agreement*, this Agreement, and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.
- 18.7.3 If the service is ordered **from** ~~from~~ *to implement rights or obligations under this Agreement*, this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, 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.

20. Governing Law

Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection products and/or services at issue are furnished or sought shall apply,

without regard to that state's conflict of laws principles.

21. Audits

21.1.1 Subject to a Billing Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, the Billed Party may audit the Billing Party's books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of the Billing Party's billing and invoicing. Such audit may include examination of the flow of call detail records from the Billing Party's switch to the Billing Party's internal systems to the usage file transmitted to the Billed Party. The Billed Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to the Billing Party.

21.1.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.

21.1.3 The Billing Party shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section ---, Resolution of Disputes, of the General Terms and Conditions of this Agreement.

21.1.4 The Billing Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate Billing Party employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills.

21.1.5 Third party audits requested by a Billed Party shall be at the Billed Party's expense, subject to reimbursement by the Billing Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the Billed Party hereunder by an amount that is, on an annualized basis, greater than three percent (3%) of the aggregate charges for the services during the period covered by the audit. In the event the audit is not

conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.

21.1.6 Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the overcharging Party shall promptly reimburse the other Party the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.1.7 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

22. Remedies

22.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

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

23. Network Security

23.1 Protection of Service and Property

23.1 AT&T-9STATE shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. AT&T-9STATE agrees to take reasonable and prudent steps

to ensure the adequate protection of Sprint property located within AT&T-9STATE premises including, but not limited to:

- 23.1.1.** Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.
- 23.1.2** Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for AT&T-9STATE pursuant to AT&T-9STATE Admissions Practices.
- 23.1.3** Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide AT&T-9STATE with replacement keys.
- 23.1.4** Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.
- 23.1.5** Installing controls and logical security:
- to disconnect a user for a pre-determined period of inactivity on authorized ports;
 - to protect customer proprietary information;
 - to databases to ensure both ongoing operational and update integrity;
 - to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway;
 - to provide security in accordance with AT&T-9STATE Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.

24. Intentionally Left Blank

25. Relationship of Parties

It is the intention of the Parties that AT&T-9STATE be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

26. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

27. Survival

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

28. Responsibility for Environmental Hazards

28.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. Hazardous Substances means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. “Environmental Hazard” means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

28.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-9STATE shall, at Sprint's request, indemnify, defend, and hold harmless Sprint, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-9STATE or any person acting on behalf of AT&T-9STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-9STATE or any person acting on behalf of AT&T-9STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-9STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-9STATE or any person acting on behalf of AT&T-9STATE.

28.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Sprint shall, at AT&T-9STATE's request, indemnify, defend, and hold harmless AT&T-9STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Sprint or any person acting on behalf of Sprint, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Sprint or any person acting on behalf of Sprint, or (iii) the presence at the work location of an Environmental Hazard for which Sprint is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Sprint or any person acting on behalf of Sprint.

29. Notices

29.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and, unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be delivered (i) in person, (ii) by

express overnight delivery service, or (iii) by either first class or certified U.S. Postal service, with postage prepaid and return receipt requested, to:

AT&T Contract Management

ATTN: Notices Manager

311 S. Akard, 9th Floor

Four AT&T Plaza

Dallas, TX 75202-5398

214-464-2006

Sprint [still subject to revision]

Sprint

Manager, ICA Solutions

6330 Sprint Parkway

Mailstop KSOPHA0310-3B268

Overland Park, KS 66251

Phone: (913) 762-4847 (overnight mail only)

P.O. Box 7954

Shawnee Mission, KS 66207-0954

With a copy to:

Legal/Telecom Management Privacy Group

Mailstop: KSOPKN0214-2A568

6450 Sprint Parkway

Overland Park, KS 66251

Legal/Telecom Mgmt Privacy Group

P.O. Box 7966

Overland Park, KS 66207-0966

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

29.2 Unless otherwise provided in this Agreement, notice will be deemed given as of the earliest of (i) actually receipt, or (i) where delivered by express delivery or U.S. mail, return receipt, as of the date it is officially recorded as delivered by the return receipt or equivalent.

29.3 Either Party may unilaterally change its designated contact name, and/or address for the receipt of notices by giving written notice to the other Party in compliance with Section __above. Any notice to change the designated contact name, and/or address for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

29.4 **AT&T-9STATE communicates official information to CMRS Provider's via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&T Prime Access website a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and operational issues, are conveyed through Accessible Letter notification.**

29.4 *AT&T Accessible Letter Notification Process*

29.4.1 *AT&T-9STATE communicates pertinent information intended for an industry-wide audience via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&T Prime Access (wireless) or CLEC Online (wireline) website, as applicable, of a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and operational issues, are conveyed through Accessible Letter notification.*

29.4.2 *In the AT&T-9STATE's, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given as of the date set forth on the e-mail message.*

29.4.3 *Sprint may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.*

29.4.4 *The Parties acknowledge that AT&T's accessible letter notification process is not intended and cannot be used by AT&T for the purpose of making any unilateral change regarding a subject matter governed by, or the implementation of, this Agreement.*

29.5 **In the AT&T-9STATE's, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given as of the date set forth on the e-mail message.**

29.6 **CMRS Provider may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.**

29.7 AT&T-9STATE shall not discontinue any interconnection arrangement without providing Sprint *the prior written notice of discontinuation of any service as may be required by Applicable Law and, if there is no such requirement or it is less than forty-five (45) days, then AT&T-9STATE shall provide Sprint at least forty-five (45) days' prior written notice of such discontinuation of such service.* AT&T-9STATE agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&T-9STATE will provide substitute services and elements.

29.8 AT&T-9STATE shall provide notice of network changes and upgrades as required by Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other applicable FCC and/or Commission rules.

30. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

31. Headings of No Force or Effect

Legend: **AT&T language in bold underline**
Sprint language in bold italics

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.

32. Multiple Counterparts

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

33. Implementation of Agreement

33.1 To the extent necessary to implement this Agreement (i.e., changes to the Parties' existing arrangements in effect as of the Effective Date), within 60 days of Commission approval of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement.

33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of Authorized Services to their respective customers. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms, conditions and intent of this Agreement.

33.3 Intentionally Left Blank

33.3 *Existing AT&T-9STATE operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. In the case of any conflict between AT&T-9STATE procedures and the terms, conditions and intent of this Agreement, the parties will negotiate any modifications to such procedures which may be required to support the terms, conditions and*

intent of this Agreement. In the event that there are existing operations manuals, AT&T-9STATE informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T-9STATE agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. AT&T-9STATE will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.

- 33.4 Any Implementation Plan may be modified from time to time as mutually agreed by the Parties.

34. 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. AT&T-9STATE and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

35. Entire Agreement

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. 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 subsequently set forth in writing and duly signed by the Parties.

36. Indivisibility

The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. **The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are**

~~**intended to be recouped against other payment obligations under this Agreement.**~~

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

AT&T

Sprint Spectrum L.P.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

General Terms and Conditions

Part B

Legend: **AT&T language in bold underline**
Sprint language in bold italics

Definitions

“911 Service” means a universal telephone number which gives the public direct access to the **Public Safety Answering Point (PSAP)** system. 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 PSAP** designated to receive such calls.

“Act” means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

“Access Tandem” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and **IXC POPs** *the switching systems operated by carriers other than the LEC that operates the LEC End Office network.*

“Accessible Letter(s)” means AT&T correspondence used to communicate pertinent information regarding AT&T to **the CLEC community** *other carriers that is intended to be of broad interest or application, as opposed to being information applicable to a single carrier.*

“Affiliate” has the meaning as defined at 47 U.S.C. § 153(1).

“Automatic Location Identification/Date Management System (ALI/DMS)” 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 PSAP to route the call.

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

“Answer Supervision” means an off-hook supervisory signal sent by the receiving Party’s Central Office Switch to the sending Party’s Central Office Switch on all Completed Calls after address signaling has been completed.

“Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, orders, permits, **tariffs** and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

“AT&T Inc. (AT&T)” means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific

Legend: **AT&T language in bold underline**
Sprint language in bold italics

Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

“Audited Party” means the Party being audited by the Auditing Party.

“Auditing Party” means the Party conducting an audit of the Audited Party’s books, records, data and other documents.

“Authorized Services” means those Cellular services which Sprinta Party may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ *respective networks as provided herein.*

“Bill Due Date” means thirty (30) calendar days from the billinvoice date if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.

“Billed Party” means the recipient Party of a bill rendered from the Billing Party.

“Billing Party” means the Party rendering a bill.

“Bona Fide Request (BFR)” means the process described in the General Terms and Conditions – Part A, Section 7 Bona Fide Request/New Business Process provisions.

“Business Day” means Monday through Friday, excluding holidays on which U.S. Mail is not delivered.

“CABS” means the Carrier Access Billing System.

“Calling Party Number (CPN)” means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

“Cell Site” means a transmitter/receiver location, operated by or on behalf of an FCC-wireless licensed carrier, through which radio links are established between a wireless system and mobile units.

“Central Automatic Message Accounting (CAMA) Trunk” means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Sprint PCS’ switch to an AT&T E911 Selective Router.

“Central Office Switch” means/refers to the switching entity within a Central Office building in the PSTN. The term “Central Office” refers to the building, whereas the term “Central Office Switch” refers to the switching equipment within the building, but both terms are sometimes

Legend: **AT&T language in bold underline**
Sprint language in bold italics

used interchangeably. The term “**Central Office**” is sometimes used to refer to either an End Office, or a Tandem Office *or a Mobile Switch Center*. Central Offices are also referred to by other synonymous terms, some of which are:

“**End Office Switch**” means/refers to thea switching machine or entity that directly terminates traffic to and receives traffic from purchasers of localTelephone Exchange Services, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of TrunksMSC or an IXC switching system. An End Office Switch also connects its End users to Tandem Switches. The term “End Office” refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office.

“**Tandem Office Switch**” or “**Tandem Switch**” means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, and End Office Switches, *MSCs or IXC switching systems* may exchange calls between each other when a direct Trunk Group is unavailable. The term “Tandem Office” and “Tandem” are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.

“**Commercial Mobile Radio Service(s) (CMRS)**” has the meaning as defined at 47 U.S.C. § 332(d)(1) and 47 C.F.R. § 20.9.

“**Commission**” means the applicable State agency with regulatory authority over Telecommunications*the establishment and enforcement of this Agreement pursuant to the Applicable Law*. Unless the context otherwise requires, use of the term “Commissions” means all of the twenty-two*nine* agencies listed in this definition. The following is a list of the appropriate State agencies:

the Alabama Public Service Commission (APSC);

the Arkansas Public Service Commission (AR-PSC);

the California Public Utilities Commission (CA-PUC);

the Connecticut Department of Public Utility Control (DPUC);

the Florida Public Service Commission (FPSC);

the Georgia Public Service Commission (GPSC);

the Illinois Commerce Commission (IL-CC);

the Indiana Utility Regulatory Commission (IN-URC);

the Kansas Corporation Commission (KS-CC);

the Kentucky Public Service Commission (KPSC);

the Louisiana Public Service Commission (LPSC);

the Michigan Public Service Commission (MI-PSC);

Legend: AT&T language in bold underline
Sprint language in bold italics

the Mississippi Public Service Commission (MPSC);
the Missouri Public Service Commission (MO-PSC);
the Public Utilities Commission of Nevada (NV-PUC);
the North Carolina Utilities Commission (NCUC);
the Public Utilities Commission of Ohio (PUC-OH);
the Oklahoma Corporation Commission (OK-CC);
the Public Service Commission of South Carolina (PSCSC);
the Tennessee Regulatory Authority (TRA);
the Public Utility Commission of Texas (PUC-TX); and
the Public Service Commission of Wisconsin (PSC-WI).

“**Common Channel Signaling (CCS)**” means or refers to a network architecture that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). CCS is an out-of-band network that is separate from the call transmission path of the PSTN that carries the actual call. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

“**Common Language Location Identifier (CLLI)**” means the codes that provide a unique 11-character representation of a *point within a* network **interconnection point**. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network component.

“**Completed Call**” means a call that is delivered, for which a connection is established after Answer Supervision.

“**Consequential Damages**” means **Losses claimed to have resulted from any** indirect, incidental, consequential, reliance, *or* special, **punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from suffered by a Party (including without limitation damages for harm to business, loss of anticipated revenues, lost savings, or lost profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party’s actual damages, by such 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 or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.**

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“**Conversation MOU**” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

“**Day**” means calendar day unless “Business Day” is specified.

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

“**DEOT**” means Direct End Office Trunk.

“**Digital Signal Level**” means one of several transmission rates in the time-division multiplex hierarchy.

“**Digital Signal Level 0 (DS-0)**” means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are 24 DS-0 channels in a DS-1.

“**Digital Signal Level 1 (DS-1)**” means the 1.544 Mbps first level signal in the time division multiplex hierarchy.

“**Digital Signal Level 3 (DS-3)**” means the 44.736 Mbps third level signal in the time division multiplex hierarchy.

“**Disconnect Supervision**” means an on-hook supervisory signal sent at the end of a Completed Call.

“**Discontinuance Notice**” means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all *undisputed* Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party’s notice of *undisputed* Unpaid Charges.

“Disputed Amounts” means the amount that the Disputing Party contends is incorrectly billed.

“Disputing Party”, as used in Sections 10.0 below and 12.0 below means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

“**End User(s)**” means a Third Party subscriber of Telecommunications*Authorized* Services provided *in whole or in part* by any of the Parties **at retail**, including a “roaming” user of the Sprint wireless network. As used herein, the term “End User(s)” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

“**Enhanced 911 Service (E911)**” means a Telecommunications Service which will automatically route a call dialed “911” to a designated 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.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Equal Access Trunk Group” means a trunk used solely to deliver Sprint PCS’s customers’ traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.

“Exchange Access Service” has the meaning as defined at 47 U.S.C. § 153(16).

“Facility” or “Facilities” means the *elements, including but not limited to* wire, line, or cable, **dedicated to the transport of associated hardware and software that is used by a Party to provide** Authorized Services **traffic between the Parties’ respective networks.**

“FCC” means the Federal Communications Commission.

“Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

“Information Services” has the meaning as defined at 47 U.S.C. § 153(20) and 47 C.F.R. § 51.5.

“Information Service Provider (ISP)” means an Enhanced Service Provider (ESP) that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

“Interconnected VoIP Service” has the meaning as defined at 47 C.F.R. § 9.3.

“Interconnection or Interconnected” has the meaning as defined/required in the Act at 47 C.F.R. §§ 20.3 and 51.5.

“Interconnection Facilities” means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point of presence in an MTA or LATA, as applicable, and *either a) a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T.*

“Interconnection Service(s)” means Interconnection, Collocation, functions, Facilities, products and/or services offered under this Agreement.

“Interexchange Carrier (IXC)” means a carrier (other than a CMRS provider or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

“InterMTA Traffic” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in another MTA (as determined by the geographic location of the **cell site to which the mobile End User is connected***POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User).*

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“ISP-Bound Traffic” means *Information Services* traffic, **as defined** in accordance with the FCC’s *Order on Remand and Report and Order*, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) (“ISP Remand Order”), as modified by the FCC’s subsequent **FCC Orders entered in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (rel. October 18, 2004).**

“IntraMTA Traffic” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in the same MTA (as determined by the geographic location of the **cell site to which the mobile End User is connected***POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User*).

“Jurisdictional Identification Parameter (JIP)” means an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

“Late Payment Charge” means the charge that is applied when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by Billing Party as of the Bill Due Date, or if the Billed Party does not submit the Remittance Information.

“Local Exchange Carrier (LEC)” has the meaning as defined at 153(26) and 47 C.F.R. § 51.5.

“Local Exchange Routing Guide (LERG)” means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

“Local Number Portability (LNP)” means **the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s)***Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 C.F.R. 52.21 – 52.33.*

“Location Routing Number (LRN)” means the ten (10) digit number that is assigned to network Central Office switching elements for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

“Local Service Request (LSR)” means **thean industry standard form used to input orders to the Local Service Center (LSC) by Sprint, including, but not limited to ordersby the Parties** to add, establish, change or disconnect services.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Loss” or “Losses” means any and all losses, costs (including court costs), Claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

“Mobile Switch Center (MSC)” means/refers as used by Sprint in performing, inter alia, originating and terminating functions for calls to or from Sprint’s End Usersto an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs. The term “Mobile Switch Center” and “MSC” are used to refer to the building in which the wireless switch resides, but are also used interchangeably to refer to the switch within the building.

“Major Trading Area” (“MTA”) has the meaning as defined in 47 C.F.R. § 24.202(a).

“Multiple Exchange Carrier Access Billing (MECAB)” means the document prepared by the Billing Committee of the OBF and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access Service provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

“Network Element” has the meaning as defined in 47 U.S.C. § 153(29).

“Non-Paying Party” means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.

“North American Numbering Plan (NANP)” means the basic numbering architecturescheme for telecommunications networks located in various countries, including the United States in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.

“Numbering Plan Area (NPA)” also called area code means the first three (3)-digits code that occupies the A, B, and C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the numbers the digits two (2) through nine (9) and X represents any digit zeroone of the numbers (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).

“Number Portability” has the meaning as defined in 47 C.F.R. § 52.21(n).

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“NXX” or “Central Office Code” means the *second* three (3)-digits switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits(NXX) of a ten (10)-digit telephone number within the NANPin the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9. Each NXX Code contains 10,000 station numbers.

“Ordering and Billing Forum (OBF)” means a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards*the Ordering and Billing Forum* which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Originating Landline to CMRS Switched Access Traffic” means InterLATA traffic delivered directly from AT&T’s originating network to Sprint’s network that, at the beginning of the call: (a) originates on AT&T’s network in one MTA; and, (b) is delivered to the mobile unit of Sprint’s End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T shall charge and Sprint shall pay AT&T the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.

“Operations Support Systems (OSS)” means the suite of functions which permits Sprint to interface to AT&T-9STATE for pre-ordering, ordering, provisioning, maintenance/ repair and billing.

“Paging Traffic” means traffic to Sprint’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Sprint or traffic to AT&T’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T.

“Party” means either Sprint or the AT&T-owned ILEC; use of the term “Party” includes each of the AT&T-owned ILEC(s) that is a Party to this Agreement. “Parties” means both Sprint and the AT&T-owned ILEC.

“Past Due” means when a Billed Party fails to remit payment for any *undisputed* charges by the Bill Due Date, or if payment for any portion of the *undisputed* charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the *undisputed* charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).

“Person” means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.

“Permanent Number Portability (PNP)” means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the CommissionApplicable Law.

Legend: AT&T language in bold underline
Sprint language in bold italics

“Interconnection Point” or “Point of Interconnection (POI)” means the *Technically Feasible* physical locationpoint(s) requested by Sprint at which *an Interconnection Facility joins* the Parties’ networks meet for the purpose of establishing Interconnection *between the Parties, or a Party and a Third-Party*. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.

“Public Switched Network or Public Switched Telephone Network (PSTN)” means or refers to the Public Switched Telephone Networkas defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes) refers to a common carrier network that provides circuit switching between public usersany common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services. The PSTN carriers are voice, data and signaling traffic.

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

“Rate Center” means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.

“Remittance Information” means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.

“Section 251(b)(5) Calls” means Completed Calls that originate on either Party’s network, that terminate on the other Party’s network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. **“Section 251(b)(5) Calls” does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party’s network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:**

For AT&T, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.

For Sprint, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.

“Selective Router” means/refers to the Central Office that provides the tandem switching of 911 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as the 911 Selective Routing Tandem.

“Service Provider Number Portability (SPNP)” means synonymous with Permanent Number Portability “PNP”.

“Service Switching Point (SSP)” means or refers to a PSTN Central Office Switch that is equipped with a Signaling System 7 (SS7) interface and is capable of routing and connecting calls under the direction of a SCP in the CCS network.

“Serving Wire Center (SWC)” means the Wire Center that serves the area in which the other Party’s or a Third Party’s Wire Center, aggregation point, point of termination, or point of presence is located.

“Shared Facility Factor” means the factor used to appropriately allocate the cost of 2-way Interconnection Facilities based on proportionate use of the Facility between AT&T and Sprint.

“Signaling System 7 (SS7)” means or refers to a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.

“Sprint Third Party Provider” has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.

“Switched Access Service” means an offering *to an IXC* of access *by AT&T-9 STATE* to AT&T-9 STATE’s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

“Tax” or “Taxes” means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.

“Technically Feasible” has the meaning as defined in 47 C.F.R. § 51.5.

“Telcordia” means Telcordia Technologies, Inc.

“Telecommunications” has the meaning as defined in 47 U.S.C. § 153(43).

“Telecommunications Carrier” has the meaning as defined in 47 U.S.C. § 153(44).

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“**Telecommunications Service**” has the meaning as defined in 47 U.S.C. § 153(46).

“**Telephone Exchange Service**” has the meaning as defined at 47 U.S.C. § 153(47).

“**Telephone Toll Service**” has the meaning as defined at 47 U.S.C. § 153(48).

“Terminating InterMTA Traffic” means traffic that, at the beginning of the call: (a) originates on CMRS Provider’s network; (b) is sent from the mobile unit of CMRS Provider’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T’s network in another MTA. This traffic must be terminated to AT&T as FGD terminating switched access per AT&T’s Federal and/or State Access Service tariff.

“Termination” has the meaning as defined at 47 C.F.R. § 51.701(d).

“**Third Party**” means any Person other than a Party.

“**Third Party Traffic**” means traffic carried by **AT&T a Party** acting as an **intermediary Transit Service provider** that is originated and terminated by and between **Sprint and a Third Party Telecommunications Carrier a Third Party and the other Party to this Agreement.**

“Transit Service” means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.

“Transit Service Traffic” is Authorized Services traffic that originates on one Telecommunications Carrier’s network, “transits” the network Facilities of one or more other Telecommunications Carrier’s network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier’s network.

“Transport” has the meaning as defined at 47 C.F.R. § 51.701(c).

“**Trunk(s)**” or “**Trunk Group(s)**” means the switch port interface(s) used and the communications path created to connect Sprint’s network with AT&T’s network for the purpose of exchanging Authorized Services **Section 251 (b)(5) Calls for purposes of Interconnection traffic.**

“**Unpaid Charges**” means any *undisputed* charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.

“Wire Center” means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier’s network, where transmission facilities are connected and traffic is switched. AT&T’s Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

Legend: **AT&T language in bold underline**
Sprint language in bold italics

AT&T-9STATE's
TRANSIT TRAFFIC SERVICE EXHIBIT
for Transit Traffic in TENNESSEE

TABLE OF CONTENTS	
Section	Section Number

Introduction	1.0
Definitions	2.0
Responsibilities of the Parties	3.0
SPRINT-Originated Transit Traffic	4.0
SPRINT-Terminated Transit Traffic.....	5.0
Transit Traffic Routing/Trunk Groups	6.0
Direct Trunking Requirements.....	7.0
Transit Traffic Rate Application	8.0

1.0 Introduction

- 1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of **AT&T-9STATE's** Transit Traffic Service as a Transit Service Provider. **AT&T-9STATE's** Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, **AT&T-9STATE's** End User. Transit Traffic Service allows **[INSERT Customer Legal Name]** ("SPRINT") to exchange SPRINT originated traffic with a Third Party Terminating Carrier to which SPRINT is not directly interconnected and receive traffic originated by a Third Party Originating Carrier.
- 1.2 **AT&T-9STATE** offers this Transit Traffic Service to SPRINT where SPRINT is authorized to operate and deliver Telecommunications Traffic pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws.

2.0 Definitions

The definitions in this Transit Exhibit are for purposes of this Transit Exhibit only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Exhibit only.

- 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.2 "ISP-Bound Traffic", means Telecommunications Traffic exchanged between SPRINT's End User and an Internet Service Provider ("ISP") served by a Third Party Terminating Carrier.
- 2.3 "IntraLATA InterMTA Traffic" means traffic exchanged between SPRINT's End Users and the End Users of a LEC Third Party Terminating Carrier which subtends an **AT&T-9STATE** Tandem, where: 1) the Transit Traffic originates in one Major Trading Area ("MTA"), but terminates in another MTA; and 2) where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must: 1) terminate to a Third Party Terminating Carrier's End User, and 2) not transit through an IXC or other intermediary.
- 2.4 "Section 251(b)(5) Traffic" means completed calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. Section 251(b)(5) Calls does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party's network. To determine whether traffic falls within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:
- (a) For **AT&T-9STATE**, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling party at the beginning of the call or the called party at the terminating end of the call.
 - (b) For SPRINT, the origination or termination point of a call shall be the cell site that serves, respectively, the calling or called party at the beginning of the call.
- 2.5 "Third Party Carrier" means a Telecommunications Carrier that is not a party to this Agreement.
- 2.6 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service provider (CMRS) or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits **AT&T-9STATE's** network and is delivered to SPRINT.

- 2.7 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when SPRINT uses AT&T-9STATE’s Transit Traffic Service (e.g., CLEC, ILEC, CMRS or OELEC).
- 2.8 “Transit Service Provider” means AT&T-9STATE when providing its Transit Traffic Service.
- 2.9 “Transit Traffic” means traffic originating on SPRINT’s network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party Terminating Carrier, or traffic originating on a Third Party Originating Carrier’s network that is switched and/or transported by AT&T-9STATE and delivered to SPRINT’s network. Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, ISP-Bound Traffic destined to the End Users of a Third Party Terminating Carrier and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User is neither the originating nor the terminating party. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, or Wholesale Local Platform Service agreement(s) as applicable is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic does not include traffic to or from IXC’s.
- 2.10 “Transit Traffic Service” is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE for Transit Traffic between SPRINT and AT&T-9STATE, where SPRINT is directly interconnected with an AT&T-9STATE Tandem.
- 2.11 “Switched Access Traffic” means an offering of access to AT&T-9STATE’s network for the purpose of the origination of the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

3.0 Responsibilities of the Parties

- 3.1 AT&T-9STATE will provide SPRINT with AT&T-9STATE’s Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-9STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on SPRINT’s network. Transit Traffic Service rates do not apply to calls originating with or terminating to an AT&T-9STATE End User.
- 3.3 Transit Traffic Service rates apply to all Minutes-Of-Use (“MOUs”) for which SPRINT sends Transit Traffic to a Third Party Terminating Carrier’s network. SPRINT agrees to compensate AT&T-9STATE for the Transit Traffic Services provided by AT&T-9STATE, at the rates set forth in the attached Transit Traffic Service Pricing Exhibit, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.5 The rates that AT&T-9STATE shall charge SPRINT for Transit Traffic Services are set forth in the Transit Traffic Rate Application section, below and in the attached Transit Traffic Service Pricing Exhibit.
- 3.6 **AT&T-9STATE - Transit Billing Requirements**
- 3.6.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

- 3.6.2 Subject to SPRINT providing all necessary information, **AT&T-9STATE** agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with **AT&T-9STATE**. **AT&T-9STATE** shall pass Electronic Message Interface (EMI) 1101 call records to SPRINT at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then SPRINT shall be responsible for all costs and charges incurred by **AT&T-9STATE** for Transit Traffic originated by SPRINT.
- 3.6.3 Information required from SPRINT participating in EMI billing with **AT&T-9STATE** includes, but is not limited to:
- (i) Regional Accounting Office code (RAO)
 - (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, **AT&T-9STATE** will only render a bill to SPRINT.
 - (iii) a unique Access Carrier Name Abbreviation (ACNA)
 - (iv) Percent Interstate Usage
 - (v) Percent Local Usage
 - (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%)
 - (vii) Billing Interconnection Percentage
 - (viii) Screening Telephone Number (STN) for each interconnection trunk group from SPRINT's dedicated NXX that sub-tends an **AT&T-9STATE** Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the SPRINT's **AT&T-9STATE** Type 2A trunk interconnection exists.
- 3.6.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for **AT&T-9STATE** and one hundred percent (100%) for SPRINT will be used, if SPRINT does not file with NECA to establish a BIP other than this default BIP.
- 3.6.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within **AT&T-9STATE**'s franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an **AT&T-9STATE** Tandem and has a Rate Center that sub-tends the same **AT&T-9STATE** Tandem. Tandem level interconnections with **AT&T-9STATE** are required, and SPRINT must deliver all Transit Traffic to **AT&T-9STATE** over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if SPRINT has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-**AT&T-9STATE** SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.
- 3.6.6 SPRINT will compensate **AT&T-9STATE** at the rate set forth in Transit Traffic Service Pricing Exhibit, attached hereto.

4.0 SPRINT-Originated Transit Traffic

- 4.1 SPRINT has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to **AT&T-9STATE** for transiting to such Third Party Terminating Carriers.

In no event will **AT&T-9STATE** have any liability to SPRINT or any Third Party Carrier, if SPRINT fails to enter into such traffic compensation arrangements. In the event SPRINT originates Transit Traffic that transits **AT&T-9STATE**'s network to reach a Third Party Terminating Carrier with whom SPRINT does not have a traffic compensation arrangement, then SPRINT will indemnify, defend and hold harmless **AT&T-9STATE** against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against **AT&T-9STATE**. The Third Party Terminating Carrier and **AT&T-9STATE** will bill their respective charges directly to SPRINT. **AT&T-9STATE** will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will **AT&T-9STATE** be required to pay any termination charges to the Third Party Terminating Carrier.

- 4.2 In the event SPRINT originates Transit Traffic destined for a Third Party Terminating Carrier with which SPRINT does not have a traffic compensation arrangement and a regulatory agency or court orders **AT&T-9STATE** to pay such Third Party Carrier termination charges for the Transit Traffic **AT&T-9STATE** has delivered, SPRINT will indemnify **AT&T-9STATE** for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, **AT&T-9STATE** agrees to allow SPRINT to participate as a party.
- 4.3 SPRINT will be responsible for sending the Calling Party Number (CPN) for calls delivered to **AT&T-9STATE**'s network. SPRINT shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If **AT&T-9STATE** identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then SPRINT agrees to cooperate to investigate and take corrective action. If SPRINT is sending CPN to **AT&T-9STATE**, but **AT&T-9STATE** is not properly receiving the information, then SPRINT will work cooperatively with **AT&T-9STATE** to correct the problem. If **AT&T-9STATE** does not receive CPN from SPRINT, then **AT&T-9STATE** cannot forward any CPN, and SPRINT will indemnify, defend and hold harmless **AT&T-9STATE** from any and all Losses arising out of the failure of any traffic transiting **AT&T-9STATE**'s network to have CPN.
- 4.4 SPRINT, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 SPRINT-Terminated Transit Traffic

- 5.1 SPRINT shall not charge **AT&T-9STATE** when **AT&T-9STATE** provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to SPRINT.
- 5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of SPRINT from **AT&T-9STATE**, serving as the Transit Service Provider. Where **AT&T-9STATE** is providing Transit Traffic Service to SPRINT, **AT&T-9STATE** will pass the CPN to SPRINT, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, **AT&T-9STATE** cannot forward the CPN; therefore, SPRINT will indemnify, defend and hold harmless **AT&T-9STATE** from any and all Losses arising from or related to the lack of CPN. If **AT&T-9STATE** or SPRINT identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, SPRINT agrees to cooperate with **AT&T-9STATE** and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but **AT&T-9STATE** or SPRINT is not properly receiving the information, then SPRINT will work cooperatively with **AT&T-9STATE** and the Third Party Originating Carrier to correct the problem.
- 5.3 SPRINT agrees to seek terminating compensation directly from the Third Party Originating Carrier. **AT&T-9STATE**, as the Transit Service Provider, will not be obligated to pay SPRINT for Transit Traffic or be considered as the default originator of the Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 In each LATA in which SPRINT has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-9STATE, SPRINT shall trunk from each of its MSCs to all AT&T-9STATE Tandems in such LATA; or, in the event SPRINT has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-9STATE, then SPRINT shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-9STATE Tandems in such LATA.
- 6.2 SPRINT shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-9STATE Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch.
- 6.3 Transit Traffic not routed to the appropriate AT&T-9STATE Tandem by SPRINT shall be considered misrouted. Transit Traffic routed by SPRINT at or through any AT&T-9STATE End Office Switch shall be considered misrouted.
- 6.4 Upon written notification from AT&T-9STATE of misrouting of Transit Traffic by SPRINT as identified above, SPRINT will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.
- 6.5 AT&T-9STATE Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to SPRINT's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements

- 7.1 When SPRINT Transit Traffic is routed through AT&T-9STATE's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-9STATE written request, SPRINT shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-9STATE's request. SPRINT shall route Transit Traffic via AT&T-9STATE's Tandem Office Switches, and not through any AT&T-9STATE End Offices. Once a Trunk Group has been established, SPRINT agrees to cease routing Transit Traffic through the AT&T-9STATE Tandem to the Third Party Terminating Carrier, unless AT&T-9STATE and SPRINT mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 Unless otherwise specified below or in the Transit Traffic Service Pricing Exhibit, Transit Traffic Services rates apply to all Minutes-of-Use ("MOU" or "MOUs"), when SPRINT sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-9STATE's Tandem Office Switch, where an AT&T-9STATE End User is neither the originating nor the terminating party. SPRINT agrees to compensate AT&T-9STATE, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.
- 8.1.1 Transit Rate Elements - the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit attached hereto):
- 8.1.1.1 AT&T-9STATE
Intermediary Charge - charge for Transit Service on a per MOU basis

Traffic Traffic Service Pricing Exhibit																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Attachment 3

Network Interconnection

Legend: **AT&T language in bold underline**
Sprint language in bold italics

TABLE OF CONTENTS

1. Definitions	
2. Network Interconnection	
3. SECTION DELETED BY AT&T	
4. Wireless Network Design and Management	
5. Local Dialing Parity	
6. Interconnection Compensation	
7. Operational Support Systems (OSS) Rates	
Pricing Sheet	

Legend: AT&T language in bold underline
Sprint language in bold italics

Network Interconnection: Call Transport and Termination ~~*Call Transport and Termination and Authorized Services Traffic Usage*~~

The Parties shall provide ~~i~~**Interconnection** with each other's networks for the transmission and routing of **telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access)** ~~*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** ~~*Dedicated Transport is defined as*~~ means transmission ~~f~~**facilities**, including all ~~t~~**technically f**~~f~~**feasible** capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, ~~to the extent such facilities are~~ dedicated to a particular customer or carrier, ~~for the exchange of traffic between designated points, 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.~~ **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.**

“Fiber Meet”. **Fiber Meet is an** ~~*Fiber Meet is an*~~ ~~*is a form of Meet Point*~~ interconnection ~~a~~**an** arrangement whereby the Parties physically ~~i~~**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).~~ **at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).**

2. Network Interconnection

2.1 AT&T 9-STATE shall provide interconnection with AT&T 9-STATE's

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network at any Technically Feasible point within AT&T 9-STATE's network.

2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical 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 AT&T 9-STATE 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.

2.3 Wireless Network Interconnection

2.3.1 There are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; and, (2) physical collocation. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35 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 physical collocation may be provided in a separate collocation agreement.

2.3.2 AT&T 9-STATE and Sprint PCS will accept and provide any of the preceding methods of interconnection. Sprint PCS shall trunk to all AT&T 9-STATE Tandems in each LATA from each MSC where Sprint PCS offers Authorized Services, or in the event Sprint PCS has no MSC in the LATA, from Sprint PCS's designated POI(s) within the LATA.

The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T 9-STATE's End Office Switch is not served by an AT&T 9-STATE Tandem Office Switch. If the Direct End Office Trunk

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(DEOT) is designed to overflow, the traffic will be alternately routed to the appropriate AT&T 9-STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.

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. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible. AT&T 9-STATE 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 AT&T 9-STATE and Sprint PCS switches within AT&T 9-STATE's service area shall be shared on a proportionate 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.

- 2.3.2.1** **Terms And Compensation For Use Of Facilities: Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.**
- 2.3.2.2** **The Parties will connect their networks, i.e., to and from the AT&T 9-STATE Central Office Switch where the Facility connection is established, using the interfaces as described in Section 2.3.1 above.**
- 2.3.2.3** **Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T 9-STATE to a facilities-based Competitive Local Exchange Carrier ("CLEC"), or an Incumbent Local Exchange Carrier ("ILEC"), or an Out-of-Exchange Local Exchange Carrier**

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(“OELEC”) or another CMRS provider other than Sprint PCS, i.e., the final destination of land-to-mobile traffic delivered from AT&T 9-STATE is Sprint PCS’s End-Users, and Sprint PCS may not forward any such traffic to any Third-Party.

2.3.2.4 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T 9-STATE, i.e., mobile-to-land traffic delivered from Sprint PCS to AT&T 9-STATE must be from Sprint PCS’s End-Users and may not be from any other Third Party. For the avoidance of doubt, traffic from another Telecommunication Carrier’s end-users does not constitute Authorized Services traffic.

2.3.2.5 AT&T 9-STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties’ networks that either cross a LATA boundary, or that are outside of the AT&T 9-STATE franchise service area, or that exceed a distance of 14 miles (or the State’s defined local calling area, whichever is greater) from the AT&T 9-STATE Central Office Switch where the Facility connection is established.

2.3.2.6 When Sprint PCS uses two-way DS-1 Facilities provided by AT&T 9-STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties’ networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If Sprint PCS obtains such Facilities from a Third Party, nothing herein shall obligate AT&T 9-STATE to reimburse Sprint PCS for those Facilities.

2.3.2.7 AT&T 9-STATE agrees to share proportionally in the recurring costs of any shared facilities purchased by Sprint PCS from the applicable tariffs. AT&T 9-STATE 9-STATE’s proportionate use of the Facilities is equal to the amount of all Section 251(b)(5) Calls traffic originated on AT&T 9-STATE 9-STATE’s network in the State, compared to the amount of all traffic exchanged between the Parties in the State.

2.3.2.8 AT&T 9-STATE will provide to Sprint PCS, on a quarterly basis, a percentage, representing AT&T 9-STATE’s proportionate share of the Facilities.

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2.3.2.9 **AT&T 9-STATE will bill Sprint PCS for the entire cost of the Facility. Sprint PCS will then apply AT&T 9-STATE’s Facility percentage to the cost of the Facility to determine the amount Sprint PCS shall bill AT&T 9-STATE.**

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2.3.5 **When AT&T 9-STATE 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 AT&T 9-STATE by Sprint PCS shall be as set forth in the appropriate AT&T 9-STATE tariffs/price lists as those tariffs/price lists are amended by AT&T 9-STATE from time to time during the term of this Agreement.**

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2.9.12.1.4 **Wireless Access to 911/E911 Emergency Network (Contained in Separate Attachment 12)**

2.9.12.2 **Mass Calling, i.e., High Volume Call In network architecture, Trunk Group AT&T 9-STATE (“Mass Calling”):**

2.9.12.2.1 **A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency (“MF”) signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.**

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The Parties will not exchange live traffic until successful testing is completed by both Parties.

Mass Calling Trunk Groups (Table 1) shall be sized as follows:

<u>Table 1</u>	
<u>Number of End Users</u>	<u>Number of Mass Calling Trunks</u>
<u>0 – 10,000</u>	<u>2</u>
<u>10,001 – 20,000</u>	<u>3</u>
<u>20,001 – 30,000</u>	<u>4</u>
<u>30,001 – 40,000</u>	<u>5</u>
<u>40,001 – 50,000</u>	<u>6</u>
<u>50,001 – 60,000</u>	<u>7</u>
<u>60,001 – 75,000</u>	<u>8</u>
<u>75,000 +</u>	<u>9 maximum</u>

If Sprint PCS should acquire a Mass Calling End User, e.g., a radio station, Sprint PCS shall notify AT&T 9-STATE at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T 9-STATE Mass Calling serving office to the Sprint PCS End User's serving office. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.

2.9.12.4 If Sprint PCS finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint PCS

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Sprint language in bold italics

may request a meeting to coordinate with AT&T 9-STATE the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint PCS establishes a new Mass Calling NXX, Sprint PCS must notify AT&T 9-STATE a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T 9-STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T 9-STATE Public Response Mass Calling Network Access Tandem to Sprint PCS's Mass Calling serving office.

2.9.12.3.7 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 2 below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

<u>Table 2</u>	
<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
<u>Type 2A</u>	<u>1%</u>
<u>Type 2A Equal Access (IXC)</u>	<u>1%</u>
<u>Type 2B (Final)</u>	<u>1%</u>
<u>Type 2C (911)</u>	<u>1%</u>
<u>Type 2D (Operator Services (DA/DACC))</u>	<u>1%</u>

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<u>Type 1 (Operator Services (0+, 0-))</u>	<u>1%</u>
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When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) business days is the study period duration objective.

- 2.2 *Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATes at the rates, terms and conditions set forth in this Agreement.*
- 2.3 *Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.*
- 2.4 *Pre-existing Arrangements. Until otherwise requested by Sprint, AT&T 9-STATE shall continue to provide Interconnection through the existing*

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Sprint language in bold italics

Interconnection Facilities and Points of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. AT&T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to this Agreement.

2.5 ***Interconnection Facilities.***

2.5.1 ***Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection 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 implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where Technically Feasible, AT&T 9-STATE and Sprint Facilities' shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when Technically Feasible. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased for use as Interconnection Facilities will apply, subject to the rates, terms and conditions set forth in this Agreement.***

2.5.2 ***Trunk Groups. The Parties will establish trunk groups from the Interconnection Facilities 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 to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T 9-STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.***

2.5.3 ***Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the***

Parties as follows:

(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.

(b) Sprint CLEC Switch Location, When a Sprint CLEC switch and the POI to which it is Interconnected are in the same LATA, the Sprint CLEC switch location means the actual physical location of such CLEC switch in that LATA. When a Sprint CLEC switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint CLEC switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI.

(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".

(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,

(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.

(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.

(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.

(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint / Sprint CLEC Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for

all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.

2.5.4

Use of Interconnection Facilities.

(a) No Prohibitions. *Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.*

(b) Multi-Use/Multi-Jurisdiction Trunking. *Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.*

(c) Jointly Provided Switched Access. *When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.*

(d) Sprint as a Transit Provider. *As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.*

(e) [Placeholder – Sprint still considering need for original Section 6.2 through 6.4 type language]

2.6. *Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.*

2.7 *Fiber Meet Interconnection.*

2.7.1 *Fiber Meet Interconnection between AT&T 9-STATE and Sprint can occur at any Technically Feasible point between Sprint premises and an AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.*

2.7.2 *If Sprint elects to Interconnect with AT&T 9-STATE pursuant to a Fiber Meet, the Parties shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of Authorizes Services traffic via designated Facilities at Technically Feasible transmission speeds as mutually agreed to by the Parties. The Parties shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).*

2.7.3 *There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.*

(a) Design One: Sprint's fiber cable (four fibers) and AT&T 9-STATE's fiber

cable (four fibers) are connected at a Technically Feasible point between Sprint and AT&T 9-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point Meet Point.

(b) Design Two: Both Sprint and AT&T 9-STATE each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint and AT&T 9-STATE. AT&T 9-STATE will provide the fibers associated with the "working" side of the system. Sprint will provide the fibers associated with the "protection" side of the system. Sprint and AT&T 9-STATE will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

- 2.7.4 *AT&T 9-STATE shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting AT&T 9-STATE Central Office.*
- 2.7.5 *Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting Sprint Central Office.*
- 2.7.6 *Sprint and AT&T 9-STATE may mutually agree upon a Technically Feasible Point of Interconnection outside the Interconnecting AT&T 9-STATE Central Office as a Fiber Meet point. AT&T 9-STATE shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T 9-STATE shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of*

Legend: AT&T language in bold underline
Sprint language in bold italics

Interconnection to Sprint, Point of Interconnection to AT&T 9-STATE).

- 2.7.7** *Sprint shall deliver and maintain Sprint's fiber optic Facility wholly at its own expense. Upon verbal request by Sprint, AT&T 9-STATE shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible.*
- 2.7.8** *Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint and AT&T 9-STATE agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.*
- 2.7.9** *Sprint and AT&T 9-STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint and AT&T 9-STATE will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and AT&T 9-STATE.*
- 2.7.10** *Sprint and AT&T 9-STATE shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.*
- 2.7.11** *Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.*
- 2.7.12** *Neither Sprint or AT&T 9-STATE shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of Authorized Services traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.*

2.9 *Interconnection Facilities/Arrangements Rates and Charges.*

2.9.1 *AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges (“Rates/Charges”) charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements (“Interconnection-Related Services”) that AT&T provides to Sprint shall be at the lowest of the following Rates/Charges:*

a) The Rates/Charges in effect between the Parties’ for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;

b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;

c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;

d) AT&T 9-STATES’ tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint’s option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,

e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.

2.9.2. *Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE*

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Sprint language in bold italics

shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.

2.9.3 *Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.*

2.9.4 *Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.*

3. SECTION DELETED BY AT&T

4. Wireless Network Design and Management

4.1 Trunk Forecasting:

Sprint PCS agrees to provide Trunk forecasts to AT&T 9-STATE to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.

Sprint PCS will provide a Trunk forecast to AT&T 9-STATE prior to initial implementation, and Sprint PCS will provide subsequent forecasts to AT&T 9-STATE upon request by AT&T 9-STATE, as often as twice per year. The forecasts shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA Trunks, End Office

Local Interconnection Trunks, and Tandem subtending Local Interconnection end office equivalent Trunk requirements) for a minimum of three years, i.e., the current year and the following two years.

Sprint PCS will provide revised Trunk forecasts to AT&T 9-STATE whenever there is a difference of 25% or more in trunking demand than reflected in previously submitted forecasts.

Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the “from” and “to” Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.

4.2 The Parties agree to review with each other the submitted forecasts.
Trunk Provisioning:

In conjunction with Trunk forecasting as described in Section 3.4 above, Sprint PCS will be responsible for ordering all Interconnection Trunk Groups, with concurrence from AT&T 9-STATE.

Sprint PCS shall submit orders to AT&T 9-STATE to establish, add, change, or disconnect Trunks, using AT&T 9-STATE’s applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.

Sprint PCS’s orders that comprise a major project that directly affects AT&T 9-STATE will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or order-related activities between and among AT&T 9-STATE and Sprint PCS’s work groups, including, but not limited to, the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T 9-STATE’s intra-state Switched Access Services intervals.

4.3 Trunk Servicing:

The Parties will jointly manage the capacity of Interconnection Trunk Groups. A Trunk Group Service Request (“TGSR”) will be sent by

AT&T 9-STATE to notify Sprint PCS to establish or make modifications to existing Trunk Groups. Sprint PCS will issue an ASR or WSR, as applicable, to AT&T 9-STATE's Wireless Access Service Center, to begin the provisioning process as required below:

Within ten (10) business days after receipt of the TGSR or other notification; or

At any time as a result of Sprint PCS's own capacity management assessment.

Upon review of the TGSR, if a Party does not agree with the resizing, of the Interconnection Trunk Groups the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) business days of Sprint PCS's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.

If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T 9-STATE does not receive an ASR or WSR, as applicable, from Sprint PCS, or if Sprint PCS does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) business day period, AT&T 9-STATE will attempt to contact Sprint PCS to schedule a joint planning discussion. If Sprint PCS will not agree to meet within an additional five (5) business days and present adequate reason for keeping Trunks operational, AT&T 9-STATE will issue an ASR or WSR, as applicable, to resize the Interconnection Trunks and Facilities.

Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of Sprint PCS.

4.4 Utilization:

Under utilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Under utilization will be addressed in the following manner:

If an Interconnection Trunk Group is under eighty percent (80%) for AT&T 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the

Interconnection Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T 9-STATE. In all cases, grade of service objectives shall be maintained.

Either Party may send a TGSR to the other Party to trigger changes to the Interconnection Trunk Groups, based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR or WSR, as applicable, to the other Party, within twenty (20) business days after receipt of the TGSR.

Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days of the receiving Party's receipt of the TGSR, to resolve and mutually agree to the disposition of the TGSR. If the Parties cannot agree on the resizing at the joint planning discussion, the Parties may invoke the dispute resolution provisions of this Agreement.

If the Parties cannot agree on the changes to the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T 9-STATE sent the TGSR to Sprint PCS, and Sprint PCS does not schedule a discussion with AT&T 9-STATE within the twenty (20) business day period, then AT&T 9-STATE will attempt to contact Sprint PCS to schedule a joint planning session. If Sprint PCS will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T 9-STATE reserves the right to issue ASRs or WSRs, as applicable, to resize the Interconnection Trunk Groups.

4. Network Management

- 4.1** *The Parties will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T 9-STATE will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.*

- 4.2 ***Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.***
- 4.2.1 ***Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).***
- 4.3 ***Network Congestion. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.***
- 4.3.1 ***High Volume Call In / Mass Calling Trunk Group. Separate high-volume call in (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.***
- 4.4 ***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 to conform to the terms and conditions contained in this Agreement. . Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.***
- 4.5 ***Signaling. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in***

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Sprint language in bold italics

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 BellSouth and Sprint PCS 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.

- 4.6 *Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.*
- 4.7 *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 AT&T 9-STATE provides recording capabilities. This exchange of information is required to enable each Party to bill properly.*

AT&T deleted the sections referring to Transit Traffic (Section 6.7.4 of the original Agreement) and instead proposed executing a Commercial Transit Agreement.

Sprint Transit Service provisions, which need appropriate re-numbering at this point as separate Section.

-- *Transit Service.*

- .1 *AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint is Interconnected to AT&T 9-*

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Sprint language in bold italics

STATE.

- -.2 *Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.*
- -.3 *The Party that provides a Transit Service under this Agreement (“Transit Provider”) shall only charge the other Party (“Originating Party”) the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.*

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 Classification Of Traffic:**

6.1.1 Telecommunications traffic exchanged between AT&T 9-STATE and Sprint PCS pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.

6.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.

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Sprint language in bold italics

6.1.3 **The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol (“VoIP”)) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.**

6.1.4 *Except to the extent permitted by law, ~~Neither~~ Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as **Section 251 (b) 5** traffic for purposes of payment of reciprocal compensation.*

6.1.5 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of **ISP** *ISPan*y 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 **Compensation For Local Authorized Services Interconnection:**

6.2.1 **Compensation rates for Interconnection are contained in the Pricing Schedule attached hereto.**

6.2.2 **Compensation for Local Authorized Services Interconnection:**

6.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 6.2.3 below, AT&T 9-STATE shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T 9-STATE’s network and terminating on Sprint PCS’s network. Sprint PCS shall compensate AT&T 9-STATE for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS’s network and terminating on AT&T 9-STATE’s network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.

6.2.3 **Traffic Not Subject to Reciprocal Compensation:**

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6.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:

6.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

6.2.3.1.2 Toll-free calls, e.g., 800/888, 500 and 700 calls;

6.2.3.1.3 Third Party Traffic;

6.2.3.1.4 Non-facility based traffic;

6.2.3.1.5 Paging Traffic;

6.2.3.1.6 InterMTA Traffic

6.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;

6.2.3.1.8 IXC Traffic; and,

6.2.3.1.9 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

6.3 Billing For Reciprocal Compensation:

6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

- 6.3.2** **The Parties recognize that Sprint PCS may not have the technical ability to measure actual usage and bill AT&T 9-STATE pursuant to this Agreement.**
- 6.3.3** **To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T 9-STATE-to-Sprint PCS Section 251(b)(5) Calls traffic, Sprint PCS shall bill AT&T 9-STATE, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.**
- 6.3.4** **Where Sprint PCS cannot record AT&T 9-STATE-originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be equal to the Shared Facility Factor, stated in the Pricing Schedule. When using the surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section 251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) Sprint PCS-to-AT&T 9-STATE (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T 9-STATE's monthly bill to Sprint PCS), divided by the difference of one (1) minus the Shared Facility Factor, multiplied by (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T 9-STATE the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence.**

EXAMPLE

Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Shared Facility Factor)] * Shared Facility Factor

Mobile-to-Land Conversation MOU's = 15,000

Shared Facility Factor = .20

Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20 =3,750 Conversation MOU's

- 6.3.5** **When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T 9-STATE billing account numbers by state, for**

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Sprint language in bold italics

land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts.

6.3.6 Except as provided in this Section, see the General Terms and Conditions for general billing requirements.

6.3.7 Upon mutual agreement that qualifying traffic between the Parties has been within +/-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-9STATE and Sprint in AT&T-9STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, InterMTA Traffic , Transit Traffic or Terminating InterMTA Traffic .

6.3.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is “In-Balance.” In- balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).

6.3.7.2 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party’s end users terminated to the other Party’s End Users, divided by the sum of both Parties’ end

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users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

6.3.7.3 **The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, \$0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.**

6.3.7.4 **Once \$0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.**

6.3.7.5 **In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.**

6.3.7.6 **Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable.**

6.3.7.7 **Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure**

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Sprint language in bold italics

agreement. Only one audit may be conducted by each Party within a six-month period.

6.3.7.8 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest outlined in Attachment 7 - Billing.

6.3.7.9 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

6.3.7.10 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement.

6.4 Compensation For Intermta Traffic:

6.4.1 Terminating InterMTA Traffic:

6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.

6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.

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Sprint language in bold italics

6.4.1.3 Sprint PCS agrees to provide Jurisdictional Information Parameter (“JIP”) in the call record for all Sprint PCS-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T 9-STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint PCS fails to populate JIP in accordance with the industry standard, then AT&T 9-STATE will use either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.

6.4.1.4 AT&T 9-STATE will perform traffic studies quarterly to determine if Sprint PCS is sending terminating InterMTA traffic over Local Interconnection or Equal Access trunks. If Sprint PCS is sending such traffic, AT&T 9-STATE will update the percentage of terminating InterMTA Traffic billed to Sprint PCS in accordance with results of such studies. AT&T 9-STATE agrees to notify Sprint PCS of updates to the terminating InterMTA traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.

6.4.2 Originating Landline-to-Sprint PCS InterMTA Traffic:

6.4.2.1 For AT&T 9-STATE originated landline-to-Sprint PCS traffic that, at the beginning of the call: (a) originates on AT&T 9-STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint PCS's End User located in another MTA, AT&T 9-STATE shall charge and Sprint PCS shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached hereto. Sprint PCS shall not charge and AT&T 9-STATE shall not pay reciprocal compensation for originating landline-to-Sprint PCS InterMTA Traffic.

6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint PCS Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the

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Sprint language in bold italics

total minutes originated by AT&T 9-STATE's End Users that are delivered to Sprint PCS's network over the Interconnection Trunks.

6.5 Responsibilities Of Party:

6.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.

6.5.2 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").

6.5.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

6.6 Non-AT&T 9-STATE Tandem Providers:

6.6.1 Third Party Terminating Carrier shall mean a CLEC, an ILEC, another CMRS provider, an OELEC, or a Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated when Sprint PCS uses a Non-AT&T 9-STATE Tandem Provide, as defined below.

6.6.2 Non-AT&T 9-STATE Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to Sprint PCS and with whom Sprint PCS is directly interconnected for the purpose of delivering Sprint PCS traffic via Non-AT&T 9-STATE Tandem Provider's direct interconnection arrangements with AT&T 9-STATE to (i) AT&T 9-STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User.

6.6.3 When a Non-AT&T 9-STATE Tandem Provider sends Traffic originated by the End Users of Sprint PCS to (i) AT&T 9-STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User, Sprint PCS is responsible for all Conversation MOU's billed by AT&T 9-STATE for such traffic.

6. *Authorized Services Traffic Per Minute Usage.*

6.1 *Classification of Authorized Services Traffic Usage.*

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[If only two billable categories are deemed necessary]

Sprint wireless:

Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services Terminated Traffic (which includes IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.

Sprint CLEC:

Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services Terminated Traffic (which includes Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.

[If more than two billable categories are deemed necessary]

Sprint wireless:

Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.

Sprint CLEC:

Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.

6.2 ***Authorized Services Traffic Usage Rates.***

6.2.1 ***The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.***

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Sprint language in bold italics

6.2.2 ***The following are the Authorized Services Per Conversation MOU Usage Rate categories:***

[If only two billable categories are deemed necessary]

Sprint wireless/Sprint CLEC:

- Terminated Traffic Rate***
- Transit Service Rate***

[If more than two billable categories are deemed necessary]

Sprint wireless:

- IntraMTA Rate***
- Land-to-Mobile InterMTA Rate***
- Information Services Rate***
- Interconnected VoIP Rate***
- Transit Service Rate***

Sprint CLEC:

- Telephone Exchange Service Rate***
- Telephone Toll Service Rate***
- Information Services Rate***
- Interconnected VoIP Rate***
- Transit Service Rate***

6.2.2 ***Beginning with the Effective Date, the applicable Authorized Service Rate (“Rate”) that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:***

- a) The Rate contained in the Pricing Schedule attached hereto;***
- b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;***
- c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,***
- d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration***

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Sprint language in bold italics

proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.

- 6.2.3 ***Reduced AT&T 9-STATE Rate(s) True-Up.*** *Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.*
- 6.2.4 ***Symmetrical Rate Application.*** *Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.*
- 6.3 ***Recording and Billing for Authorized Services Traffic.***
- 6.3.1 ***Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.***
- 6.3.2. ***Each Party is responsible for the accuracy and quality of its data submitted to the other Party.***
- 6.3.3 ***Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").***
- 6.3.4 ***If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.***
- 6.3.5 ***The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate.***
- Sprint wireless:***
- 6.3.6 ***Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and***

Legend: AT&T language in bold underline
Sprint language in bold italics

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 those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.

Sprint CLEC:

- 6.3.6 ***Actual traffic Conversation MOU measurement in each of the applicable Authorized Service 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 those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.***
- 6.3.6 ***Conversion to Bill and Keep for IntraMTA Traffic.***
- a) ***If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties’ agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.***

Legend: **AT&T language in bold underline**

Sprint language in bold italics

- b) *As of the Effective Date, the Parties acknowledge that the IntraMTA Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated IntraMTA Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for IntraMTA usage on a going forward basis unless otherwise agreed to by both Parties in writing.*
- 6.3.7 **Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.**
- 6.4 *Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11;*
- 6.4.1 **Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.**
- 6.4.2 *Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint*

Legend: AT&T language in bold underline
Sprint language in bold italics

is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.

6.4.3 *Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.*

6.4.4 *To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint. The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for the same MOUs.*

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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 ~~j,j~~jointly ~~pp~~provided ~~sS~~switched ~~AA~~access calls *where both Parties are providing such service to an IXC, and Transit Service* calls ~~that~~ ~~transiting~~

AT&T 9-STATE's network from an originating telecommunications carrier other than AT&T 9-STATE and terminating to a Telecommunications carrier other than AT&T 9-STATE or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for *Transit Service* traffic which transits

it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&T 9-STATE, 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.

6.11.2 Parties participating in Meet Point Billing with AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE 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%,** ~~(2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%,~~ and ~~(53)~~ Billing Interconnection Percentage. A default Billing Interconnection Percentage of ~~9595~~**50%** AT&T 9-STATE and 50% Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must support Meet Point Billing for all ***Jointly Provided Switched Access*** intermediary ~~intermediary~~ calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&T 9-STATE and Sprint acknowledge that the exchange of 1150 records will not be required.

6.11.223 Meet Point Billing will be provided for ***Transit Service*** traffic which transits AT&T 9-STATE's network at the ~~access access #T~~**access #T** tandem level only. Parties desiring Meet Point Billing will subscribe to ~~access access #T~~**access #T** tandem level ~~if~~**if** interconnections with AT&T 9-STATE and will deliver all transit traffic to AT&T 9-STATE over such ~~access access #T~~**access #T** tandem level ~~if~~**if** 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 access #T~~**access #T** tandem, in which ~~if~~**if** 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. AT&T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

6.11.334 In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet

Legend: **AT&T language in bold underline**

Sprint language in bold italics

Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries **and 800 Data Base queries** ~~and 800 Data Base queries~~) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint may perform the appropriate LNP data base query prior to delivery of such traffic to AT&T 9-STATE.

- 6.11.4 **Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement.** ~~*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 compensating AT&T at the intermediary rate of \$.002 for traffic delivered to AT&T's network, which terminates to a third party network. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&T9-STATE at the Transit Service Rate for Sprint-originated Transit Service traffic delivered to AT&T9-STATE's network, which terminates to a Third Party network. Meet Point Billing to IXCs for jJjointly pPprovided sSswitched aAaccess traffic will occur consistent with the most current MECAB billing guidelines.*~~

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

AT&T 9-STATE 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.

PRICING SHEET (WIRELESS)**TENNESSEE****ATTACHMENT 3 - NETWORK INTERCONNECTION****1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)**

<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>
<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>

2. Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks to AT&T 9-STATE End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows:**Per DS0 trunk (voice grade) Per Month USOC****Type 2B Dedicated End Office**

<u>Type 2B - MF</u>	<u>\$6.30</u>	<u>MRSSD</u>
<u>Type 2B - SS7</u>	<u>\$6.30</u>	<u>MRSSE</u>

3. Shared Facility Factor**Provided to WSP Quarterly by AT&T 9-STATE****4. Terminating InterMTA Rates**Legend: **AT&T language in bold underline*****Sprint language in bold italics***

<u>4.1</u>	<u>Terminating IntraState InterMTA Traffic Rate</u>	<u>\$0.006947</u>
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<u>4.2</u>	<u>Terminating InterState InterMTA Rate</u>	<u>\$0.006165</u>
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<u>5.</u>	<u>Originating Landline to WSP InterMTA Traffic</u>	
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<u>5.1</u>	<u>Originating Landline to WSP InterMTA Traffic Rate</u>	<u>\$0.006007</u>
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<u>5.2</u>	<u>Originating Landline to WSP InterMTA Traffic Percent</u>	<u>6%</u>
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Legend: AT&T language in bold underline

Sprint language in bold italics

TENNESSEE Pricing SHEET

Unless expressly identified to be a “Negotiated” Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.

Interconnection Facility/Arrangements Rates and Charges.

Lower of -

Existing Prices:

Negotiated Prices [none at this time];

AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];

AT&T Tariff Prices at 35% reduction;

AT&T TELRIC Prices - TBD

Authorized Services Per Conversation MOU Usage Rates

Sprint wireless:

IntraMTA Rates:

Type 2A: [TBD*]

Type 2B: [TBD*]

Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]

Land-to-Mobile Terminating InterMTA Factor: 2%

Information Services Rate: No Rate - Bill and Keep

Interconnected VoIP Rate: No Rate - Bill and Keep

Transit Service Rate: [TBD*]

Sprint CLEC:

Telephone Exchange Service Rate: [TBD*]

Terminating Party's interstate/intrastate access Tariff Rate

Information Services Rate No Rate - Bill and Keep

Interconnected VoIP Rate No Rate - Bill and Keep

Transit Service Rate [TBD*]

***Lower of -**

Negotiated Prices [none at this time¹];

AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];

AT&T TELRIC Prices [TBD]

Legend: AT&T language in bold underline

Sprint language in bold italics

¹Sprint offers the following three mutually exclusive per Conversation MOU Usage Rates as potential negotiated Rates to avoid need for updated TELRIC studies:

- 1) ***Authorized Services traffic at same Rate: No Rate – Bill and Keep***

Transit Service Rate \$0.00035

- OR -

- 2) ***All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.0035 End Office***

Transit Service Rate \$0.00035

- OR -

- 3) ***Sprint wireless:***

IntraMTA Rates:

Type 2A: \$0.0007

Type 2B: \$0.00035

Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014

Land-to-Mobile Terminating InterMTA Factor: 2%

Information Services Rate: No Rate - Bill and Keep

Interconnected VoIP Rate: No Rate - Bill and Keep

Transit Service Rate: \$0.00035

Sprint CLEC:

Telephone Exchange Service Rate: \$0.0007

Terminating Party's interstate/intrastate access Tariff Rate

Information Services Rate No Rate - Bill and Keep

Interconnected VoIP Rate No Rate - Bill and Keep

Transit Service Rate \$0.00035

Legend: **AT&T language in bold underline**

Sprint language in bold italics

ATTACHMENT 4 - COLLOCATION

Table of Contents

1.0	INTRODUCTION	3
2.0	DEFINITIONS	4
3.0	GENERAL	6
4.0	LIMITATION OF LIABILITY	15
5.0	COLLOCATION SPACE	18
6.0	REPORTS.....	22
7.0	APPLICATION PROCESS	22
8.0	AUGMENT APPLICATION	24
9.0	CANCELLATION PRIOR TO DUE DATE.....	25
10.0	OCCUPANCY – PHYSICAL COLLOCATION ONLY	25
11.0	EFFICIENTLY USED.....	26
12.0	RELOCATION	26
13.0	COMPLETE SPACE DISCONTINUANCE	27
14.0	FIBER OPTIC CABLE AND DEMARCATION POINT	30
15.0	ENTRANCE FACILITY CONDUIT TO VAULT, PER CABLE SHEATH	31
16.0	VIRTUAL COLLOCATION – COOPERATIVE RESPONSIBILITIES	31
17.0	INTERCONNECTION TO OTHERS WITHIN THE SAME ELIGIBLE STRUCTURE	32
18.0	EXTRAORDINARY CHARGES, SPECIAL CONSTRUCTION AND CUSTOM WORK / ICB CHARGES:	32
19.0	DC POWER ARRANGEMENT PROVISIONING AND POWER REDUCTION.....	33
20.0	COLLOCATION IN CEV'S, HUTS AND CABINETS	34

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-9STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to SPRINT for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings.
 - 1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-9STATE property for the purposes set forth in 1.1 above.
 - 1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the General Terms and Conditions (GT&Cs) of the Interconnection Agreement between the Collocator and AT&T-9STATE and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-9STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-9STATE's TP-76300 which can be found on the AT&T's CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.
 - 1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T's CLEC Online website.
 - 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-9STATE premises, pursuant to this Attachment.
 - 1.6 This Attachment is only applicable to AT&T-9STATE Premises owned or controlled by AT&T-9STATE.
 - 1.7 Scope:
 - 1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which SPRINT will obtain Collocation from AT&T-9STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent SPRINT may also have a Microwave Entrance Facility Collocation Attachment.
 - 1.7.2 AT&T-9STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.
 - 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-9STATE Approved Installation Supplier (AIS).
 - 1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-9STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-9STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in 1.1 above.
 - 1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-9STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-9STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-9STATE's property in accordance with this Attachment.
 - 1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-9STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-9STATE at the direction of the Collocator.
 - 1.8 Billing Conversions:
 - 1.8.1 Billing Conversions on previously provided Collocation under tariff will apply to all monthly recurring charges (MRCs) contained in the Collocation section of the Pricing Schedule attached. AT&T-9STATE will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to SPRINT for Billing Conversion orders.
-

1.8.2 Prospective Effect:

1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by SPRINT that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

- 2.1 “Adjacent Structure” means when a Physical Collocator provided structure is placed on **AT&T-9STATE** property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.
- 2.2 “**AT&T-9STATE** Premises” means all buildings falling under the FCC’s definition of “premises”, including **AT&T-9STATE** ILEC Central Offices (COs) and Remote Terminals.
- 2.3 “Augment” means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.
- 2.4 “Billing Conversions” means that any 251(c)(6) Collocation previously provided under tariff to SPRINT, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.
- 2.5 “Cable Records Charges”, in **AT&T SOUTHEAST REGION 9-STATE** only, means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in **AT&T SOUTHEAST REGION 9-STATE**’s database systems. The applicable rates and charges are shown in the Pricing Schedule.
- 2.6 “Circuit Facility Assignments (CFAs)” means the information provided to show the point of Interconnection between the Collocator and **AT&T-9STATE**.
- 2.7 “Collocator” is SPRINT who places Telecommunications Equipment on **AT&T-9STATE**’s Premises, within designated Collocation areas, for the sole purpose of Interconnecting with **AT&T-9STATE** for the purpose described in this Attachment.
- 2.7.1 A “Physical Collocator” is SPRINT that has a Physical Collocation arrangement on **AT&T-9STATE** Premise.
- 2.7.2 A “Virtual Collocator” is SPRINT that has a Virtual Collocation arrangement on **AT&T-9STATE** Premise.
- 2.8 “Collo-to-Collo” (Also known as “Direct Connection” or “Direct Connect”), means the cable connection between a Collocator’s collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator’s physically or virtually collocated equipment, located within the same Eligible Structure.
- 2.9 “Cross-Connect” means a service order-generated connection of one or more Collocator’s equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.10 “Custom Work Charge” (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.
- 2.11 “Day” means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.
-

- 2.12 “Delivery Date” (Also known as Space Ready Date) means the date on which AT&T-9STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-9STATE has completed all work, as required by the Collocator’s accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.
- 2.13 “Dedicated Space” means the space assigned for the Collocator’s Physical Collocation arrangement located in AT&T-9STATE Eligible Structure.
- 2.14 “Effective Billing Date” means the date AT&T-9STATE completed its work as required by the Collocator’s accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.15 “Efficiently Used” means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-9STATE’s network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator’s existing Collocation space arrangement in a particular Eligible Structure.
- 2.16 “Eligible Structure” means AT&T-9STATE’s Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-9STATE that house its network facilities, and all structures that house AT&T-9STATE’s facilities on public Rights-of-Way (ROW) as ROW is defined in the Attachment Structure Access.
- 2.17 “Extraordinary Charges” means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-9STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either SPRINT or AT&T-9STATE.
- 2.18 “Guest-Host” (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator’s caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).
- 2.19 “Individual Case Basis (ICB)” means the charges based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Attachment.
- 2.20 “Infrastructure Systems” means the structural components, such as: floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.21 “AT&T-9STATE Approved Installation Supplier (AT&T-9STATE AIS)” means the suppliers that are approved to perform CO installation work for AT&T-9STATE and for Collocators in AT&T-9STATE Eligible Structures.
- 2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-9STATE AIS Tier 1) - These suppliers are approved by AT&T-9STATE to perform CO installation work for AT&T-9STATE and for Virtual Collocators in AT&T-9STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-9STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
- 2.21.2 AT&T-9STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-9STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the “footprint of the bay” in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).
- 2.22 “Interconnector’s Collocation Services Handbook for Physical or Virtual Collocation” or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in AT&T-9STATE’s CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.
- 2.23 “Legitimately Exhausted” means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.
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- 2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.
- 2.25 "Physical Collocation" means space that is provided by AT&T-9STATE to Collocator for the purpose of interconnecting to AT&T-9STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2), of the Act.
- 2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEV's), Huts, Terminals and Cabinets and other AT&T-9STATE owned or controlled premises containing AT&T-9STATE network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.
- 2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T's CLEC Online website.
- 2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.
- 2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under section 251(c)(2) with AT&T-9STATE's network.
- 2.31 "Unused Space" means any space (i) existing in AT&T-9STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-9STATE or any Third Party, (iii) that is not occupied by AT&T-9STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-9STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-9STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-9STATE's warranty on proximate.
- 2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-9STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2) for the provision of a Telecommunications Service, when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-9STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-9STATE at the direction of the Collocator.

3.0 GENERAL

3.1 Certification:

- 3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space.

- 3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in 2.0 above of this Attachment. AT&T-9STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.
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- 3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-9STATE retail services.
- 3.4 Hazardous Waste and Materials:
- 3.4.1 The Collocator and its AT&T-9STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-9STATE AIS shall adhere to all AT&T-9STATE requirements and shall coordinate with the AT&T-9STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website
- 3.5 Safety:
- 3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-9STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-9STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-9STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-9STATE premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.
- 3.6 Americans with Disability Act (ADA):
- 3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.
- 3.6.2 If AT&T-9STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-9STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&C's of this Agreement.
- 3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&C's of this Agreement.
- 3.9 AT&T-9STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to SPRINT at Collocation space turnover. SPRINT is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.
- 3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-9STATE vehicles and which are designated as reserved.
- 3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.
- 3.12 Contact Numbers:
- 3.12.1 AT&T-9STATE is responsible for providing the Collocator personnel a contact number for AT&T-9STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-9STATE's Interconnector's Collocation Services Handbook.
- 3.12.2 The Collocator is responsible for providing to AT&T-9STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-9STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.
- 3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.13 Right-to-Use; Multiple Dedicated Spaces:
- 3.13.1 In accordance with this Attachment, AT&T-9STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.
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3.14 Trouble Status Reports:

3.14.1 AT&T-9STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-9STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-9STATE.

3.15 Service Coordination:

3.15.1 Collocator is responsible for coordinating with its AT&T-9STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.

3.16 Access to the MDF:

3.16.1 AT&T-9STATE will not provide Collocator's personnel with direct access to AT&T-9STATE's MDF, with the exception of the Collocator's hired AT&T-9STATE's AIS Tier 1.

3.17 Equipment List:

3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment". The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-9STATE, which consent shall not be unreasonably withheld.

3.17.2 AT&T-9STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T's CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-9STATE and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment," and thus does not mean that the equipment may be collocated.

3.17.3 Subsequent Requests to Place Equipment:

3.17.3.1 The Collocator shall furnish to AT&T-9STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-9STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated.

3.18 Minimum Standards:

3.18.1 Any network equipment placed in AT&T-9STATE network equipment areas of Eligible Structures by AT&T-9STATE or Collocator must meet AT&T-9STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP-76200, Network Equipment Building Systems (NEBS); or (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-9STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-9STATE and its contractors.

- 3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-9STATE TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T's CLEC Online Website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 3.18.3 In the event that AT&T-9STATE denied Collocation of Collocator's equipment citing safety standards, AT&T-9STATE will provide a list of AT&T-9STATE Telecommunications Equipment which AT&T-9STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-9STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within (5) Business Days of Collocator's written request.
- 3.18.4 In the event AT&T-9STATE believes that collocated equipment is not necessary for or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-9STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.
- 3.19 Compliance Certification
- 3.19.1 Subject to Section 24 of the Two Way CMRS Interconnection Agreement (Wireless) – General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 3.20 Re-Entry:
- 3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-9STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-9STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.
- 3.20.2 AT&T-9STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.
- 3.20.3 Limitations:
- 3.20.3.1 AT&T-9STATE is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the
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construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, **AT&T-9STATE** would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, **AT&T-9STATE** will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to **AT&T-9STATE**, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

- 3.21.1 **AT&T-9STATE** voluntarily allows Collocator via the **AT&T-9STATE** AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if **AT&T-9STATE** and Collocator mutually agree to such placement, in **AT&T-9STATE**'s Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 3.21.2 **AT&T-9STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **AT&T-9STATE** will provide the necessary backup power to help protect against power outages.
- 3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on **AT&T-9STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.
- 3.21.5 Physical Collocation: **AT&T-9STATE** will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **AT&T-9STATE** will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and **AT&T-9STATE** AISs with **AT&T-9STATE**'s policies and practices pertaining to fire, safety and security (e.g., the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

- 3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to **AT&T-9STATE**'s receipt of the BFFO (Bona Fide Firm Order). In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by **AT&T-9STATE** or the Physical Collocator has not yet submitted an access request form to **AT&T-9STATE**, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a **AT&T-9STATE** security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time **AT&T-9STATE** employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by **AT&T-9STATE** to the Physical Collocator's designated Collocation space at a mutually agreed to time. An **AT&T-9STATE** security escort will be required whenever the Physical Collocator or its approved agent or **AT&T-**
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9STATE AIS requires access to the entrance manhole. **AT&T-9STATE** will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, **AT&T-9STATE** AIS or Guest(s) fails to show up for the scheduled escort appointment. Prospective Collocator will not be allowed to take photographs, make copies of **AT&T-9STATE** site-specific drawings or make any notations.

3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to **AT&T-9STATE**, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.22.3 **AT&T-9STATE** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between **AT&T-9STATE** and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or **AT&T-9STATE** AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and **AT&T-9STATE** AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide **AT&T-9STATE** with notice at the time of dispatch of its own employee or **AT&T-9STATE** AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.

3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and **AT&T-9STATE** AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to **AT&T-9STATE** the completed form for all employees and AIS requiring access to **AT&T-9STATE**'s Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that **AT&T-9STATE** expedite the issuance of the access keys/cards and/or ID cards, and **AT&T-9STATE** will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.3 Any access key/cards and/or ID cards provided by **AT&T-9STATE** to the Physical Collocator for its employees and **AT&T-9STATE** AIS may not be duplicated under any circumstances.

3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and **AT&T-9STATE** AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and **AT&T-9STATE** AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific **AT&T-9STATE** premises.

3.23.5 Lost or Stolen Access Devices:

3.23.5.1 The Physical Collocator shall immediately notify **AT&T-9STATE** in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for **AT&T-9STATE** to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for

failure of the Physical Collocator's employees, and **AT&T-9STATE** AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule.

3.23.7 Threat to Personnel, Network or Facilities:

3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-9STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet **AT&T-9STATE** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, **AT&T-9STATE** AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the **AT&T-9STATE** Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of **AT&T-9STATE**, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 **AT&T-9STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 **AT&T-9STATE** shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein **AT&T-9STATE** maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. **AT&T-9STATE** may at its option, elect to offer this maintenance alternative in one or more of its COs, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

- 3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-9STATE AIS Requirements:

- 3.29.1 Collocator shall select a supplier which has been approved as an AT&T-9STATE AIS to perform all engineering and installation work. The Collocator's AT&T-9STATE AIS must follow and comply with all of AT&T-9STATE's specifications and the following AT&T-9STATE Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-9STATE AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-9STATE AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-9STATE AIS is available on AT&T's CLEC Online website. The Collocator's AT&T-9STATE AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-9STATE's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-9STATE AIS is used by Collocator, the AT&T-9STATE AIS shall bill Collocator directly for all work performed for Collocator. AT&T-9STATE shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-9STATE AIS. AT&T-9STATE shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

- 3.30.1 AT&T-9STATE will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-9STATE will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. AT&T-9STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-9STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

- 3.31.1 AT&T-9STATE shall maintain publicly available documents on AT&T's CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-9STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.
- 3.31.2 AT&T-9STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-9STATE shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

- 3.32.1 Before AT&T-9STATE may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-9STATE must have removed all unused obsolete equipment from the Eligible Structure, if requested by SPRINT or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-9STATE's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-9STATE may reserve space for
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transport equipment for the current year plus two (2) years. Additionally, **AT&T-9STATE** may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of **AT&T-9STATE** or for future use by **AT&T-9STATE** or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. **AT&T-9STATE** may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

3.33 **AT&T-9STATE's** Right of Access:

3.33.1 **AT&T-9STATE**, its employees, and other **AT&T-9STATE** authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by **AT&T-9STATE** hereunder, and for any other purpose deemed reasonable by **AT&T-9STATE**.

3.33.2 **AT&T-9STATE** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of **AT&T-9STATE** equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, **AT&T-9STATE** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in 16.0 below;

3.34.1.2 Its equipment;

3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and **AT&T-9STATE's** designated demarcation;

3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and **AT&T-9STATE's** designated power source;

3.34.1.5 Required point of termination cross connects in the Dedicated Space;

3.34.1.6 If SPRINT chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;

3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).

3.34.2 **AT&T-9STATE** neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.34 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's **AT&T-9STATE** AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under section 251(c)(2). The Virtual Collocator's virtually collocated equipment will be maintained by **AT&T-9STATE**. The Collocator will, at its expense, provide the following:

3.35.1.1 Its fiber optic cable(s) or other permitted transmission media

3.35.1.2 Its equipment;

3.35.1.3 Interconnection facilities between the Collocator's equipment area and **AT&T-9STATE's** designated demarcation;

3.35.1.4 DC power delivery cabling between the Collocator's equipment and **AT&T-9STATE's** designated power source;

- 3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);
- 3.35.1.6 All unique tools and test equipment;
- 3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;
- 3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;
- 3.35.1.9 All training as described in Section 4.11.3 below;
- 3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on **AT&T-9STATE** property. Suitable replacements are to be immediately provided to **AT&T-9STATE** to restore equipment.
- 3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **AT&T-9STATE** CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.
- 3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

- 4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the Two Way CMRS Interconnection Agreement (Wireless) – General Terms and Conditions of this Agreement.
 - 4.1.1 Both **AT&T-9STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other one's services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
 - 4.2 Third Parties: The Parties acknowledge the following: that **AT&T-9STATE** is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
 - 4.3 In addition to any other applicable limitation, neither **AT&T-9STATE** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either **AT&T-9STATE** or the Collocator or its agents or employees.
 - 4.4 SPRINT will be responsible for any and all damages resulting from any harm to **AT&T-9STATE**'s or other SPRINT premises, or any outage in **AT&T-9STATE**'s or other SPRINT's network, which is a result of the installation, operation, or maintenance of SPRINT's equipment, including but not limited to from any defect in SPRINT's equipment or its installation, operation, or maintenance, or resulting from the actions or inaction, willful, or negligent, of SPRINT's employees, suppliers, or contractors.
 - 4.5 Force Majeure Events shall be governed by the Two Way CMRS Interconnection Agreement (Wireless) – General Terms and Conditions of this Agreement.
 - 4.6 Insurance:
 - 4.6.1 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for Collocator's who collocate on **AT&T-9STATE**'s premises with limits of at least:
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- 4.6.1.1 \$10,000,000 General Aggregate limit; and
- 4.6.1.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred by any one (1) occurrence; and
- 4.6.1.3 \$5,000,000 each occurrence limit for Personal Injury.

Commercial General Liability insurance written on insurance Services Office (ISO) Form CG 00011204 or a substitute form providing The Commercial General Liability insurance policy must:

- 4.6.1.4 Include **AT&T-9STATE**, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocator shall also provide a copy of the Additional Insured endorsement to **AT&T-9STATE**. The Additional Insured endorsement may either be specific to **AT&T-9STATE** or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of **AT&T-9STATE**, its Affiliates, and their directors, officers and employees; and
- 4.6.1.5 Be primary and non-contributory with respect to any insurance of self-insurance that is maintained by **AT&T-9STATE**.

Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

- 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, **AT&T-9STATE** will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes **AT&T-9STATE**, and **AT&T-9STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **AT&T-9STATE** will invoice Collocator for the costs incurred to so acquire insurance.
- 4.6.3 The Collocator shall also require all **AT&T-9STATE** AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

- 4.7.1 Self-insurance in lieu of the insurance requirements listed in the preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the Two Way CMRS Interconnection Agreement (Wireless) – General Terms and Conditions Insurance Section will immediately apply.

4.8 Indemnification of **AT&T-9STATE**:

- 4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

- 4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's **AT&T-9STATE** AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, **AT&T-9STATE** shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, **AT&T-9STATE** has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or **AT&T-9STATE** opts not to rebuild, then **AT&T-9STATE** shall notify the

Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, **AT&T-9STATE** must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

- 4.9.1.2 Any obligation on the part of **AT&T-9STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by **AT&T-9STATE**.

4.10 Damage to Eligible Structure:

- 4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in **AT&T-9STATE**'s opinion be advisable, **AT&T-9STATE**, at its option, may terminate services provided via this Attachment. **AT&T-9STATE** shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

- 4.11.1 **AT&T-9STATE** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **AT&T-9STATE** may use security measures expressly allowed by the FCC. In addition, **AT&T-9STATE** may impose security arrangements as stringent as the security arrangements **AT&T-9STATE** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **AT&T-9STATE** may impose the more stringent requirements. **AT&T-9STATE** will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of **AT&T-9STATE**'s equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.
- 4.11.2 Collocator will conduct background checks of its employee and/or the **AT&T-9STATE** AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 4.11.3 Collocator shall provide its employees and/or the **AT&T-9STATE** AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the **AT&T-9STATE** Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. **AT&T-9STATE** reserves the right to remove from an **AT&T-9STATE** premises any employee of Collocator not possessing identification issued by Collocator or who has violated any of **AT&T-9STATE**'s policies as outlined in the **AT&T-9STATE** Security documents.
- 4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **AT&T-9STATE**'s security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that **AT&T-9STATE**'s own employees and authorized contractors must undergo. **AT&T-9STATE** will not, however, require Collocator to receive security training from **AT&T-9STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.
- 4.11.3.2 Collocator and **AT&T-9STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **AT&T-9STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or **AT&T-9STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or
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AT&T-9STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **AT&T-9STATE** property:

- 4.11.3.2.1 Theft or destruction of **AT&T-9STATE**'s or Collocator's property;
- 4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **AT&T-9STATE** property;
- 4.11.3.2.3 Threats or violent acts against other persons on **AT&T-9STATE** property;
- 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on **AT&T-9STATE** property;
- 4.11.3.2.5 Permitting unauthorized persons access to **AT&T-9STATE** or Collocator's equipment on **AT&T-9STATE** property; and
- 4.11.3.2.6 Carrying a weapon on **AT&T-9STATE** property.

4.11.3.3 In addition, **AT&T-9STATE** reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an **AT&T-9STATE** Premises or involving **AT&T-9STATE**'s or another Collocated Telecommunications Carrier's property or personnel, provided that **AT&T-9STATE** shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with **AT&T-9STATE**'s investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, **AT&T-9STATE** reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and **AT&T-9STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **AT&T-9STATE** or the Collocator

4.11.3.4 **AT&T-9STATE** may use reasonable security measures to protect its equipment. In the event **AT&T-9STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **AT&T-9STATE** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate **AT&T-9STATE**'s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If **AT&T-9STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around **AT&T-9STATE**'s equipment at the time the price quote is given.

4.11.3.4.1 **AT&T-9STATE**'s construction of an interior security partition around its own equipment shall not interfere with SPRINT's access to its equipment, including equipment Collocated directly adjacent to **AT&T-9STATE**'s equipment. **AT&T-9STATE**'s construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within **AT&T-9STATE**'s space. To the extent that **AT&T-9STATE** is required to install additional security measures within its interior security partition because SPRINT has access to its own equipment within the area, such security measures shall be constructed and maintained at **AT&T-9STATE**'s expense.

4.11.3.4.2 **AT&T-9STATE**'s enclosure of its own equipment will not unreasonably increase SPRINT's cost nor shall it result in duplicative security costs. The cost of an interior security partition around **AT&T-9STATE**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with **AT&T-9STATE** at a level equal in quality to that which **AT&T-9STATE** obtains within its own network or **AT&T-9STATE** provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.3 **AT&T-9STATE** will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, **AT&T-9STATE** may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to **AT&T-9STATE** in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the Interconnection. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of **AT&T-9STATE**'s property.

5.2 Demarcation Point - **AT&T-9STATE**

5.2.1 **AT&T-9STATE** will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and **AT&T-9STATE**'s network facilities. For DS0, DS1, DS3 and fiber terminations, **AT&T-9STATE** shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an **AT&T-9STATE** AIS Tier 1 to install their Interconnection cabling to the **AT&T-9STATE** designated demarcation point.

5.2.2 The Physical Collocator or its **AT&T-9STATE** AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its **AT&T-9STATE** AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. **AT&T-9STATE** will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 **AT&T-9STATE** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC Online Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T-9STATE** within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under section 251(c)(2). Accordingly, **AT&T-9STATE** will not provide the Physical Collocator with direct access to **AT&T-9STATE**'s MDF, with the exception of the **AT&T-9STATE**'s AIS Tier 1.

- 5.3.2.2 **AT&T-9STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an **AT&T-9STATE** Premises will not be responsible for the entire cost of site preparation and security.
- 5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by **AT&T-9STATE** in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.
- 5.3.3 Shared Caged Collocation:
- 5.3.3.1 **AT&T-9STATE** will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.
- 5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):
- 5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the **AT&T-9STATE** Premises is located within a leased space and **AT&T-9STATE** is prohibited by said lease from offering such an option to the Physical Collocator. **AT&T-9STATE** shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between **AT&T-9STATE** and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between **AT&T-9STATE** and the Physical Collocator.
- 5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to **AT&T-9STATE** for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to **AT&T-9STATE** for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).
- 5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to **AT&T-9STATE** to request the provisioning of interconnecting facilities and/or services between **AT&T-9STATE** and the Guest(s). The bill for these interconnecting facilities and/or services will be charged to the Guest(s) pursuant to the applicable Guest's Interconnection Agreement with **AT&T-9STATE**.
- 5.3.5 Cageless Collocation:
- 5.3.5.1 **AT&T-9STATE** will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. **AT&T-9STATE** will provide space in single bay increments, including available space adjacent to or next to **AT&T-9STATE**'s equipment as needed.
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- 5.3.5.2 **AT&T-9STATE** shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.
- 5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), **AT&T-9STATE** shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation:

- 5.4.1 Where Physical Collocation space within the **AT&T-9STATE** CO is Legitimately Exhausted **AT&T-9STATE** will permit the Physical Collocator to Physically Collocate on **AT&T-9STATE**'s property in the Physical Collocator's adjacent structures similar to structures that **AT&T-9STATE** uses to house Telecommunication Equipment, to the extent Technically Feasible.
 - 5.4.2 **AT&T-9STATE** and SPRINT will mutually agree on the location of the designated space on **AT&T-9STATE** premises where the Adjacent Structure will be placed. **AT&T-9STATE** will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.
 - 5.4.3 **AT&T-9STATE** will offer the following increments of power to the Adjacent Structure:
 - 5.4.3.1 a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists or;
 - 5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.
 - 5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.
 - 5.4.5 **AT&T-9STATE** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
 - 5.4.6 **AT&T-9STATE** shall permit the Physical Collocator to place its own equipment in compliance with 3.34 above, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's **AT&T-9STATE** AIS. Accordingly, **AT&T-9STATE** will not provide the Physical Collocator's personnel or agents with direct access to **AT&T-9STATE**'s MDF, with the exception of the **AT&T-9STATE**'s AIS Tier 1.
 - 5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
 - 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and **AT&T-9STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.
 - 5.4.9 In the event that interior space in an Eligible Structure becomes available, **AT&T-9STATE** will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.
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5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an **AT&T-9STATE** Eligible Structure, **AT&T-9STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have **AT&T-9STATE** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.

5.4.11 Adjacent On-site Planning Fee:

5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **AT&T-9STATE** on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of Interconnection under section 251(c)(2) to **AT&T-9STATE** is ordered as set forth in **AT&T-9STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation. **AT&T-9STATE** will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. **AT&T-9STATE** will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

6.1.1 SPRINT may request a space availability report prior to its application for Collocation space within **AT&T-9STATE**'s Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **AT&T-9STATE** is taking to make additional space available for Collocation. SPRINT may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the **AT&T-9STATE** Premises for which the space availability report was requested by SPRINT.

6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

7.1 **AT&T-9STATE** will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure SPRINT and **AT&T-9STATE** will follow the Collocation Application ("Application") process in the **AT&T-9STATE**'s Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T's CLEC Online website and will pay **AT&T-9STATE** an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing **AT&T-9STATE** to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, (e.g., caged, cageless, or other) as well as adequate information (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **AT&T-9STATE** to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, **AT&T-9STATE** would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

7.2 Complete and Accurate Application Review Process:

- 7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, **AT&T-9STATE** will begin development of the quotation.
- 7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, **AT&T-9STATE** shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. **AT&T-9STATE** will not select for Collocator the type of Collocation to be ordered.
- 7.2.3 All applicable NRCs are required to be paid to **AT&T-9STATE** prior to the Collocation space being turned over to the Collocator. **AT&T-13STATE** processes the payment of the aforementioned NRCs in two installments: fifty percent (50%) of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to **AT&T-13STATE** with the remaining fifty percent (50%) payment due two weeks prior to the Collocation space turnover. **AT&T SOUTHEAST REGION 9-STATE** will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

- 7.3.1 In responding to an Application request if space is not available, **AT&T-9STATE** will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If **AT&T-9STATE** knows when additional Collocation space may become available at the **AT&T-9STATE** CO requested by Collocator such information will be provided to Collocator in **AT&T-9STATE**'s written denial of Collocation Space. **AT&T-9STATE** in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.
 - 7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When **AT&T-9STATE**'s response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, **AT&T-9STATE** will bill the applicable Application/Planning fee.
 - 7.3.3 In the event of a denial, **AT&T-9STATE** will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, **AT&T-9STATE** will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:
 - 7.3.3.1 central office common language location identifier (CLLI);
 - 7.3.3.2 the identity of the requesting Collocator;
 - 7.3.3.3 amount of space requested by the Collocator;
 - 7.3.3.4 the total amount of space at the **AT&T-9STATE** premises;
 - 7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook);
 - 7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines; if any
 - 7.3.3.7 CO rearrangement/expansion plans; if any
 - 7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.
 - 7.3.4 In the event **AT&T-9STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **AT&T-9STATE**'s designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.
 - 7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **AT&T-9STATE** representative and the representative of the Collocator, who will participate in the tour.
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- 7.3.6 **AT&T-9STATE** will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. **AT&T-9STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.
- 7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise **AT&T-9STATE**. The Collocator and **AT&T-9STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **AT&T-9STATE** reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **AT&T-9STATE** to justify the basis for any denial of collocation requests.

7.4 Revisions:

- 7.4.1 If a modification or revision is made to any information in the Application after **AT&T-9STATE** has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. **AT&T-9STATE** will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by **AT&T-9STATE**.
- 7.4.2 Once **AT&T-9STATE** has provided the BFFO/quote and SPRINT has accepted and authorized **AT&T-9STATE** to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application, and the appropriate fees will apply.

7.5 Augments:

- 7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.
- 7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, **AT&T-9STATE** will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, **AT&T-9STATE** shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.
- 7.5.3 Several types of Augments are identified in the Collocation section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:
- 7.5.3.1 100 Copper cable pair connections;
 - 7.5.3.2 28 DS1 connections; and/or
 - 7.5.3.3 1 DS3 connections; and/or
 - 7.5.3.4 24 fiber connections.

- 7.6 For all Augments other than provided above, **AT&T-9STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in **AT&T-9STATE**'s Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

- 7.7.1 SPRINT shall consult the AT&T CLEC Online Handbook for information regarding interval changes regarding Interconnection to and/or Power Cabling changes. SPRINT must use an **AT&T-9STATE** AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

- 8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by **AT&T-9STATE** when it is complete and accurate, meaning that all of the required fields on the Subsequent Application
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have been completed with the appropriate type of information associated with the requested alteration. AT&T-9STATE shall determine what modifications, if any, to the AT&T-9STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-9STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

- 9.1 In the event that the Collocator cancels its Collocation Application after AT&T-9STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-9STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-9STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-9STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

- 10.1 Unless there are unusual circumstances, AT&T-9STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-9STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-9STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.
- 10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-9STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-9STATE. The agreed upon exceptions shall be corrected by AT&T-9STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-9STATE's expense. AT&T-9STATE will then establish a new Space Ready Date.
- 10.3 Upon completion of corrections described in Section 10.2, AT&T-9STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walk-through will be limited to only those corrections identified and agreed to by the Parties in the initial walk-through, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (15) calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
- 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-9STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-9STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-9STATE COs before AT&T-9STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of
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any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.

- 10.6 The Physical Collocator shall notify AT&T-9STATE in writing that its Collocation equipment installation is complete. For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-9STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-9STATE's network. For the purpose of this Attachment, AT&T-9STATE may refuse to accept any orders for cross-connects until it has received such notice from the Physical Collocator.

10.7 Early Space Acceptance:

- 10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.
- 10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-9STATE's network pursuant to Section 251(c)(2) within one hundred eighty (180) calendar days after receipt of Notice that AT&T-9STATE has completed its work as required by the complete and accurate Collocation Application.

10.8 Reclamation of Dedicated Space:

- 10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-9STATE meeting all the requirements of Section 5.15.0 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-9STATE has the right to reclaim the Dedicated Space. AT&T-9STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-9STATE by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 10.8.2 If the Physical Collocator causes AT&T-9STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-9STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

11.0 Efficiently Used

- 11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-9STATE's satisfaction that the Collocator's apparent inefficient use of space is caused by the SPRINT holding Unused Space for future use on the same basis that AT&T-9STATE holds Unused Space for future use.
- 11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g., DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-9STATE.

12.0 Relocation

12.1 AT&T-9STATE Requested Relocation:

- 12.1.1 When AT&T-9STATE determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-9STATE
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will provide written Notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.

- 12.1.2 If the relocation occurs for reasons other than an emergency, **AT&T-9STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.
- 12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space. The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.
- 12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of **AT&T-9STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in **AT&T-9STATE**'s reasonable discretion.
- 12.1.5 A Collocator's presence in **AT&T-9STATE** COs or adjacent space Collocation structures must not prevent **AT&T-9STATE** from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 SPRINT Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, **AT&T-9STATE** shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.
- 12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

12.3 Virtual to Physical Relocation:

- 12.3.1 In the event Physical Collocation space was previously denied in an **AT&T-9STATE** CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).
- 12.3.2 Collocator must arrange with an **AT&T-9STATE** AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

- 13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to
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provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).

- 13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by **AT&T-9STATE** (see Space Reassignment section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.
- 13.1.3 Upon termination the Collocation Space will revert back to **AT&T-9STATE**'s space inventory.
- 13.1.4 The Collocator shall return the Collocation space to **AT&T-9STATE** in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.
- 13.1.5 Collocator's **AT&T-9STATE** AIS shall be responsible for informing **AT&T-9STATE** personnel of any required updates and/or changes to **AT&T-9STATE**'s records that are required in accordance with **AT&T-9STATE**'s TP specifications.
- 13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any SPRINT installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.
- 13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by **AT&T-9STATE** at the expense of the Collocator.
- 13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space.
- 13.1.9 The Virtual Collocator will work cooperatively with **AT&T-9STATE** to remove the Collocator's equipment and facilities via use of **AT&T-9STATE** AIS from **AT&T-9STATE**'s property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. **AT&T-9STATE** is not responsible for and will not guarantee the condition of such equipment removed by any Party.
- 13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.
- 13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, **AT&T-9STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **AT&T-9STATE** instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership:

- 13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of **AT&T-9STATE**. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:
 - 13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with **AT&T-9STATE**.
 - 13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date **AT&T-9STATE** turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to
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the Dispute Resolution Process in the Two Way CMRS Interconnection Agreement (Wireless) – General Terms and Conditions of this Agreement. **AT&T-9STATE**'s obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date **AT&T-9STATE** makes available the Collocation Arrangement to the Collocator Assignee.

- 13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
 - 13.2.1.4 Collocator Assignee will defend and indemnify **AT&T-9STATE** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
 - 13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**AT&T-9STATE** equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold **AT&T-9STATE** harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-**AT&T-9STATE** equipment and other items.
 - 13.2.3 **AT&T-9STATE** in its response to the Application will provide a price quote. Collocator Assignee must pay one-hundred percent (100%) of all NRCs in the price quote before **AT&T-9STATE** begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such NRCs, **AT&T-9STATE** shall finish the work to convert the space within thirty (30) calendar days. **AT&T-9STATE** and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.
 - 13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
 - 13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that **AT&T-9STATE** will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).
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13.3 Interconnection Termination Reduction:

- 13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.
- 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. **AT&T-9STATE** will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the **AT&T-9STATE** rack level. Collocator must use the **AT&T-9STATE** AIS for this procedure and **AT&T-9STATE** AIS must follow the appropriate TP found on AT&T's CLEC Online website.

14.0 Fiber Optic Cable and Demarcation Point

14.1 Fiber Optic Cable Entrance Facilities:

- 14.1.1 Collocator will utilize the Application process described within this Attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.
 - 14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by **AT&T-9STATE**, and leaving sufficient length of the cable in the manhole for **AT&T-9STATE** to fully extend the Collocator-provided facilities to the designated point in the cable vault.
 - 14.1.2.1 The Physical Collocator's **AT&T-9STATE** AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.
 - 14.1.2.2 For a Virtual Collocation arrangement **AT&T-9STATE** will splice the Collocator provided entrance fiber to an **AT&T-9STATE** fiber cable terminated on **AT&T-9STATE**'s Fiber distribution frame.
 - 14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) calendar day extension by notifying **AT&T-9STATE**, no later than fifteen (15) calendar days prior to the end of the one hundred twenty (120) calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.
 - 14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the **AT&T-9STATE** designated splice point for Virtual. In addition, **AT&T-9STATE** requires this fiber to be yellow or black with yellow striped sheath.
 - 14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.
 - 14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to **AT&T-9STATE**, or the Commission, that use of such cable will not impair **AT&T-9STATE**'s ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).
 - 14.6 **AT&T-9STATE** shall provide a minimum of two separate points of entry into the Eligible Structure, where **AT&T-9STATE** has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible. Where such dual points of entry are not available, when **AT&T-9STATE** performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and **AT&T-9STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **AT&T-9STATE** and the Collocator(s).
 - 14.7 **AT&T-9STATE** will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where **AT&T-9STATE** also has access to more than two such entry points. Where **AT&T-9STATE** performs such work in order to accommodate its
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own needs and those specified in the Collocator's written request, the Collocator and AT&T-9STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-9STATE and the Collocator(s).

15.0 Entrance Facility Conduit to Vault, per cable Sheath

- 15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for SPRINT Entrance Facility Conduit can be found in the AT&T CLEC Online Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

- 16.1 The Virtual Collocator will work cooperatively with AT&T-9STATE to develop implementation plans including timelines associated with:
- 16.1.1 Placement of Collocator's fiber into the CO vault;
 - 16.1.2 Location and completion of all splicing;
 - 16.1.3 Completion of installation of equipment and facilities;
 - 16.1.4 Removal of above facilities and equipment;
 - 16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-9STATE on anticipated additional Virtual Collocation requirements;
 - 16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-9STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-9STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-9STATE personnel are properly trained on Collocator equipment.
- 16.2 Installation of Virtual Collocation Equipment:
- 16.2.1 AT&T-9STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
 - 16.2.2 AT&T-9STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.
 - 16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by a AT&T-9STATE AIS.
 - 16.2.4 The Collocator and AT&T-9STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-9STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:
- 16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-9STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-9STATE COs and AT&T-9STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-9STATE on the Collocator's facilities and equipment.
 - 16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-9STATE with the location and identification of the equipment and a detailed description of the trouble.
 - 16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-9STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.
 - 16.3.4 The Collocator will request any and all maintenance by AT&T-9STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-9STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
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16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-9STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **AT&T-9STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, **AT&T-9STATE** will permit the Collocator to construct, via an **AT&T-9STATE** AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that **AT&T-9STATE** imposes on its own equipment.

17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.

17.1.2 The Collocator must utilize an **AT&T-9STATE** AIS Tier 1 to place SPRINT to SPRINT connection.

17.1.3 The SPRINT to SPRINT connection shall be provisioned using facilities owned by Collocator.

17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.

17.1.5 The SPRINT to SPRINT connection shall utilize **AT&T-9STATE** common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.

18.0 Extraordinary Charges, Special Construction and Custom Work/ICB Charges:

18.1 Extraordinary Charges:

18.1.1 Collocator will be responsible for all extraordinary construction costs, incurred by **AT&T-9STATE** to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g., volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g., construction that will benefit only the requesting Collocator).

18.1.2 **AT&T-9STATE** may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

18.1.3 An estimate of such costs plus contribution will be provided to the Collocator prior to **AT&T-9STATE** commencing such work.

18.1.4 **AT&T-9STATE** must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.

18.1.5 Extraordinary costs will only be billed upon receipt of the signed acceptance of **AT&T-9STATE**'s price quote. Construction will not begin until receipt of the Collocator's signed acceptance.

18.1.6 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T-9STATE** or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

- 19.1 In a CO AT&T-9STATE shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-9STATE Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-9STATE AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an AT&T-9STATE AIS Tier 1 to run the power distribution feeder cable from the AT&T-9STATE Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-9STATE AIS Tier 1 contracted by Collocator must provide AT&T-9STATE with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-9STATE will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-9STATE AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-9STATE AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 19.2 AT&T-9STATE will permit Collocator to request DC power in five (5) amp increments from five (5) amps up to forty (40) amps. Above forty amps, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the AT&T-9STATE Power source.
- 19.3 Collocator Interconnect Power Panel (CIPP) – (Options):
- 19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T-9STATE or an equivalent panel provided by the Collocator's AT&T-9STATE AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-9STATE technical support. See the AT&T CLEC Online Collocation Handbook for additional information.
- 19.4 Eligible Structure Ground Cable Arrangement, Each:
- 19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T-9STATE provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-9STATE equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.
- 19.5 Power Reduction:
- 19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an AT&T-9STATE AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-9STATE rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-9STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.
- 19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-9STATE BDFB or an
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AT&T-9STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the **AT&T-9STATE** BDFB (e.g. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an **AT&T-9STATE** AIS Tier 1 to coordinate fuse changes at the **AT&T-9STATE** BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the **AT&T-9STATE** Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the Collocator must hire an **AT&T-9STATE** AIS Tier 1 power supplier to coordinate the fuse changes at the **AT&T-9STATE** power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **AT&T-9STATE**'s BDFB (Battery Distribution Fuse Bay) or power plant, the **AT&T-9STATE** AIS Tier 1 will perform the power cable removal work up to the rack level. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the **AT&T-9STATE** rack level. Collocator must use a **AT&T-9STATE** AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation in CEV'S, Huts and Cabinets

20.1 Remote Terminals:

20.1.1 When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other **AT&T-9STATE** owned or controlled premises where Collocation is practical and Technically Feasible, (e.g., where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment).

20.1.2 **AT&T-13STATE** will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates.

20.1.3 **AT&T SOUTHEAST REGION 9-STATE** will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays required is

determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates and charges.

20.2 **AT&T-9STATE**: RT Collocation Arrangements:

20.3 **AT&T-9STATE** shall make available -48V DC power for Collocator's RT Collocation arrangement at an **AT&T-9STATE** power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)				
													SOME C	SOME M	SOME A	SOME N	SOME N
PHYSICAL COLLOCATION																	
	Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98										
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09										
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10										
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25										
	Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94											
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.09											
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53											
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44											
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.74											
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.95											
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	100.14											
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	1,204.00											
	Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR	2,027.00											
	Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.87											
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.60											
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.22											
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.82											
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.84											
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92									
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95									
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P1	1.51	53.27	40.16									
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSL	PE1P3	19.26	52.37	38.89									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)				
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34					2.69	2.69	1.56
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35					2.69	2.69	1.56
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019											
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92							20.35	10.54	13.32
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95							20.35	10.54	13.32
Security																	
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02									
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99											
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67										
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61										
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64										
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24										
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24										
CFA																	
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67										
Cable Records																	
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00										
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06										
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05										
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45										
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57										
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42										
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		8.45										
Virtual to Physical																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11										

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			OSS Rates(\$)				
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69										
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69										
Entrance Cable																	
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80											
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29										
VIRTUAL COLLOCATION																	
Application																	
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00								2.07	2.81	0.67
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09										1.41
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25										
Space Preparation																	
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91											
Power																	
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79											
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66					2.07	2.81	0.67
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67					2.07	2.81	0.67
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75					2.07	2.81	0.67
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3, XDEST	CND3X	12.32	29.97	16.30	12.03	8.99					2.07	2.81	0.67
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34					2.69	2.69	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35					2.69	2.69	1.56
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019											
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66					20.35	10.54	13.32
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67					20.35	10.54	13.32
CFA																	
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67										
Cable Records																	
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00										

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			OSS Rates(\$)			
													SOMEc	SOMAN	SOMAN	SOMAN
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44						2.07	2.81	0.67
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61						2.07	2.81	0.67
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79						2.07	2.81	0.67
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64							2.07	2.81	0.67
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77							2.07	2.81	0.67
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90							2.07	2.81	0.67
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00							2.07	2.81	0.67
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		17.87									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA		0.0656									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC		5.53									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23				1.77	1.77	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44				1.77	1.77	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54				1.77	1.77	1.12
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77				1.77	1.77	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78				1.77	1.77	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97				1.77	1.77	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95					0.00	0.00	0.00
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL		5.81									

COLLOCATION - Tennessee															Att: 4 Exh: B	
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 First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30										
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

ATTACHMENT 5 – LOCAL NUMBER PORTABILITY AND NUMBERING

Table of Contents

Section	Section Number
Introduction	1.0
Definitions	2.0
General Provisions.....	3.0
Product Specific Service Delivery Provisions	4.0
Other	5.0

Legend: **AT&T language in bold underline**
Sprint language in bold italics

1.0 **Introduction**

- 1.1 Nothing in this Attachment shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (most current version specified on Telcordia's website) or thousand-blocks (NXX-X) pursuant to the Thousands-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website), or to establish, by tariff or otherwise, Exchanges and Rate Centers corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 1.2 Prior to providing local service in an AT&T-9STATE LATA, SPRINT shall obtain a separate numbering resource (NXX or NXX-X) and Location Routing Number (LRN) within that LATA, to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable the Parties to identify the jurisdictional nature of traffic for Intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than an NXX or an NXX-X.
 - 1.2.1 SPRINT is responsible for providing its LRN in accordance with LRN Assignment Practices or with successor documents, including but not limited to maintaining at least one (1) LRN per LATA in each LATA where it is interconnected with AT&T-9STATE.
- 1.3 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities excluding non-geographic numbers, i.e., those numbers not correlated to a geographic location or Rate Center, as indicated in the LERG (e.g., 800/888, 500, 700 and 900).
- 1.4 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Business Integrated Routing and Rating Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA relief.
- 1.6 NXX Migration:
 - 1.6.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the End User. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) calendar days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Schedule.

2.0 **Definitions**

- 2.1 "Service Provider Number Portability (SPNP) Data Base Query" means the End User terminating calls from the "N-1" Network to numbers in the Telephone Company's network with NXX codes that have been designated as number

Legend: **AT&T language in bold underline**
Sprint language in bold italics

portable and the NXX has at least one number ported. AT&T-9STATE may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.

- 2.2 “Safety Valve Request” means a mechanism for carriers to request numbering resources apart from the general application process.

3.0 **General Provisions**

3.1 Requirements for LNP:

- 3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.
- 3.1.2 The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.
- 3.1.3 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 3.1.4 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User; the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.
- 3.1.5 Each Party shall be responsible for their own End User's other Telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, once that Party has ported the End User's telephone number to the Party's switch.
- 3.1.6 When purchasing the SPNP Database Query, SPRINT will access AT&T-9STATE Facilities via an SS7 link.

3.2 Limitations of Service for LNP:

- 3.2.1 The Parties acknowledge that Number Portability is available within the LATA so long as the number maintains the original rate center designation as approved by State Commissions. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.
- 3.2.2 Certain types of numbers, including but not limited to the following types, shall not be ported:
 - 3.2.2.1 AT&T-9STATE Official Communications Services (OCS) NXXs; and
 - 3.2.2.2 555, 950, 956, 976 and 900 numbers
 - 3.2.2.3 N11 numbers (e.g., 411 and 911);
 - 3.2.2.4 Toll-free service numbers (e.g. 800, 888, 877 and 866); and
- 3.2.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via Local Routing Number (LRN). Choke numbers will be ported as described in Section 4.4.6.2 of this Attachment.

3.3 Numbering:

- 3.3.1 If fulfilling SPRINT's request for intermediate numbers, where available, results in AT&T-9STATE having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO

Code Administration or Number Pooling Administration or their successors), AT&T-9STATE will submit the required numbering request to the national numbering administrator to satisfy SPRINT's request for intermediate numbers. AT&T-9STATE will also pursue all appropriate steps (including submitting a Safety Valve Request (petition) to the Commission if the numbering request is denied by the national administrator) to satisfy SPRINT's request for intermediate numbers. In these cases, AT&T-9STATE is not obligated to fulfill the request by SPRINT for intermediate numbers unless, and until, AT&T-9STATE's request for additional numbering resources is granted.

- 3.3.2 SPRINT agrees to supply supporting information for any numbering request and/or Safety Valve Request that AT&T-9STATE files pursuant to Section 3.3.1 above.
- 3.3.3 Each Party is responsible for providing to the other, valid test numbers; **one number terminating to a voice announcement identifying the Company and one number terminating to a voice announcement identifying the Company and one number** terminating to a milliwatt tone **providing answer supervision and allowing simultaneous connection from multiple test lines providing answer supervision and allowing simultaneous connection from multiple test lines.** ~~Both nBoth n~~Numbers should remain in service indefinitely for regressive testing purposes.

4.0 **Product Specific Service Delivery Provisions**

4.1 Service Description for LNP:

- 4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g. NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 4.1.5 Where Technically Feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the terminating switch.

4.2 "N-1" Query Methodology for LNP:

- 4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located on the Local Number Portability Administration section of the NPAC website.
- 4.2.2 For toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-

1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

- 4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
- 4.2.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP, AT&T-9STATE may query all calls directed to that NXX, provided that AT&T-9STATE's queries shall not adversely affect the quality of service to SPRINT's End Users as compared to the service AT&T-9STATE provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.
- 4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.
- 4.2.6 Rates, terms and conditions for LNP queries performed by AT&T-9STATE are set forth in the applicable AT&T-9STATE Tariff(s).

4.3 Ordering for LNP:

- 4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 07 - Operations Support System (OSS).
- 4.3.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

4.4 Provisioning for LNP:

- 4.4.1 The Parties will remove a ported number from the End Office Switch from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.
- 4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.
 - 4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever Technically Feasible.
- 4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 4.4.4 Coordinated Orders. This is an optional manual service that permits SPRINT to request a designated installation and/or conversion of service. Orders will be worked on a coordinated basis by the Parties until the numbers are disconnected in the old switch.

- 4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).
- 4.4.6 Mass Calling:
 - 4.4.6.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an End User, such as a radio station or a ticket agency.
 - 4.4.6.1.1 HVCI is also known as:
 - 4.4.6.1.1.1 Choke Network
 - 4.4.6.1.1.2 Mass Calling
 - 4.4.6.1.1.3 Public Response Choke Network
 - 4.4.6.2 Using a non-LRN process, AT&T-9STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.
- 4.4.7 Operator Services and Directory Assistance:
 - 4.4.7.1 The Provisions of this Agreement pertaining to Operator Services and Directory Assistance shall also apply when LNP is in place.
- 4.4.8 Porting of Direct Inward Dialing (DID) Block Numbers:
 - 4.4.8.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
 - 4.4.8.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID number.
 - 4.4.8.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

5.0 **Other**

5.1 Pricing for LNP:

- 5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

ATTACHMENT 7

BILLING

TABLE OF CONTENTS

BILLING AND PAYMENT OF CHARGES	
NONPAYMENT AND PROCEDURES OF DISCONNECTION	
DISPUTE RESOLUTION.....	
AUDITS.....	

BILLING AND BILLING ACCURACY CERTIFICATION

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

1.0 Billing and Payment of Charges

1.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

1.1 Unless otherwise stated, each Party will render monthly bill(s) and pay in full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

1.2 Invoices

1.21 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from CMRS Provider shall contain detail to substantiate billed traffic which originates from AT&T-STATE's network.

1.21 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services.

1.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party.

1.2.3 Invoices between the Parties shall include, but not be limited to the following pertinent information.

Identification of the monthly bill period (from and through dates)

Current charges

Past due balance
Adjustments
Credits
Late payment charges
Payments
Contact telephone number for billing inquiries

1.2.4 The Parties will provide a remittance document with each invoice identifying:

Remittance address
Invoice number and/or billing account number
Summary of charges
Amount due
Payment Due Date (at least thirty (30) days from the invoice date)

~~**1.2.4 The Parties will provide a remittance document with each invoice identifying:**~~

~~**Remittance address**~~
~~**Invoice number and/or billing account number**~~
~~**Summary of charges**~~
~~**Amount due**~~
~~**Payment Due Date (at least thirty (30) days from the invoice date)**~~

1.2.5 Invoices between the Parties will be provided on mechanized format and will be the primary bill, unless a paper bill is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

1.2.6 Reciprocal compensation invoices will be based on Conversation MOUs for all Section 251(b)(5) Calls and are measured in total conversation time seconds, which are totaled (by originating and

terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

1.2.6 Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

1.2.7 Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Third Party Traffic. If CMRS Provider does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then CMRS Provider shall deduct from the amount of total Conversation MOU on its bill to AT&T9-STATE (for reciprocal compensation) a percentage that is equal to the percentage that Third Party Traffic minutes bear to the total billed Conversation MOU on AT&T9-STATE's bill to CMRS Provider (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to CMRS Provider over the Interconnection Trunks.

~~*1.2.7 Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Third Party Traffic. If CMRS Provider does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then CMRS Provider shall deduct from the amount of total Conversation MOU on its bill to AT&T9-STATE (for reciprocal compensation) a percentage that is equal to the percentage that Third Party Traffic minutes bear to the total billed Conversation MOU on AT&T9-STATE's bill to CMRS Provider (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to CMRS Provider over the Interconnection Trunks.*~~

1.2.8 CMRS Provider will invoice AT&T9-STATE for reciprocal compensation by state, based on the terminating location of the call. CMRS Provider will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T9-STATE and CMRS Provider takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. AT&T9-

STATE will invoice CMRS Provider for reciprocal compensation by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.

1.2.8 Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call. Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.

1.2.9 When AT&T9-STATE is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, CMRS Provider will separately invoice AT&T9-STATE for AT&T9-STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) days following receipt by CMRS Provider of AT&T9-STATE's invoice.

~~*1.2.9 When AT&T9-STATE is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, CMRS Provider will separately invoice AT&T9-STATE for AT&T9-STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) days following receipt by CMRS Provider of AT&T9-STATE's invoice.*~~

1.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

~~*1.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.*~~

1.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

1.3.1 If any portion of the payment is not received by the Billing Party on or before the Bill Due Date as set forth above, or if any portion of the payment is received by the Billing Party in funds that are not immediately available, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½

%) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.

1.4 If any charge incurred by AT&T9-STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T9-STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

1.4 Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.

1.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T9-STATE. If the Remittance Information is not received with payment, AT&T9-STATE will be unable to apply amounts paid to CMRS Provider's accounts. In such event, AT&T9-STATE shall hold such funds until the Remittance Information is received. If AT&T9-STATE does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.

1.5 Payment is considered to have been made when an Electronic Funds Transfers (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.

1.6 The Parties shall make all payments via EFTs through the Automated Clearing House Association (ACH) to the financial institution designated by each Party. The BAN on which payment is being made will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Party is not liable for any delays in receipt of funds or errors in entries caused Third Parties, including the Party's financial institution. Each Party is responsible for its own banking fees.

1.7 As of the effective date of this Agreement, the Parties have already established EFT arrangements between the Parties.

1.8 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CMRS Provider is responsible for any Late Payment Charges resulting from CMRS Provider's failure to use electronic funds credit transfers through the ACH network.

~~*1.8 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CMRS Provider is responsible for any Late Payment Charges resulting from CMRS Provider's failure to use electronic funds credit transfers through the ACH network.*~~

1.9 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in the Dispute Resolution Section. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

1.9 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party.

1.10 Requirements to Establish Escrow Accounts.

1.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

1.10.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

1.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

1.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

1.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

1.10.2.1 The escrow account must be an interest bearing account;

**1.10.2.2 all charges associated with opening and maintaining the
escrow
account will be borne by the Disputing Party;**

**1.10.2.3 that none of the funds deposited into the escrow account or the
interest earned thereon may be used to pay the financial
institution's charges for serving as the Third Party escrow
agent;**

**1.10.2.4 all interest earned on deposits to the escrow account will be
disbursed to the Parties in the same proportion as the
principal; and**

**1.10.2.5 disbursements from the escrow account will be limited to
those:**

**1.10.2.5.1 authorized in writing by both the Disputing Party and the
Billing
Party (that is, signature(s) from representative(s) of the
Disputing
Party only are not sufficient to properly authorize any
disbursement); or :**

**1.10.2.5.2 made in accordance with the final, non-appealable order of the
arbitrator appointed pursuant to the provisions of the Dispute
Resolution Section below; or**

**1.10.2.5.3 made in accordance with the final, non-appealable order of the
court that had jurisdiction to enter the arbitrator 's award
pursuant to the Dispute Resolution Section below.**

- 1.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth below.**
- 1.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in the Dispute Resolution Section below.**
- 1.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:**
- 1.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;**
- 1.13.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;**
- 1.13.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and**
- 1.13.4 no later than the third (3rd) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to the Late Payment Section above.**
- 1.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 1.13.1 above and Section 1.13.3 above are completed within the times specified therein.**
- 1/15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 1.13 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.**

~~**1.10—Requirements to Establish Escrow Accounts.**~~

~~**1.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:**~~

~~**1.10.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;**~~

~~**1.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and**~~

~~**1.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.**~~

~~**1.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:**~~

~~**1.10.2.1 The escrow account must be an interest bearing account;**~~

~~**1.10.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;**~~

~~**1.10.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;**~~

~~**1.10.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and**~~

~~**1.10.2.5 disbursements from the escrow account will be limited to those:**~~

~~**1.10.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or**~~

~~1.10.2.5.2 — made in accordance with the final, non-appealable order of the
— arbitrator appointed pursuant to the provisions of Section 12.7
— below; or~~

~~1.10.2.5.3 — made in accordance with the final, non-appealable order of the
— court that had jurisdiction to enter the arbitrator's award
pursuant
— to Section 12.7 below.~~

~~1.11 — Disputed Amounts in escrow will be subject to Late Payment Charges as
set forth in Section 10.3 below.~~

~~1.12 — Issues related to Disputed Amounts shall be resolved in accordance with
the procedures identified in the dispute resolution provisions set forth in
Section 12.0 below.~~

~~1.13 — If the Non-Paying Party disputes any charges and any portion of the
dispute is resolved in favor of such Non-Paying Party, the Parties will
cooperate to ensure that all of the following actions are completed:~~

~~1.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that
portion of the Disputed Amounts resolved in favor of the Non-Paying
Party, together with any Late Payment Charges assessed with respect
thereto no later than the second Bill Due Date after resolution of the
dispute;~~

~~1.13.2 within ten (10) Business Days after resolution of the dispute, the portion
of the escrowed Disputed Amounts resolved in favor of the Non-Paying
Party will be released to the Non-Paying Party, together with any
interest accrued thereon;~~

~~1.13.3 within ten (10) Business Days after resolution of the dispute, the portion
of the escrowed Disputed Amounts resolved in favor of the Billing Party
will be released to the Billing Party, together with any interest accrued
thereon; and~~

~~1.13.4 no later than the third (3rd) Bill Due Date after the resolution of the
dispute, the Non-Paying Party will pay the Billing Party the difference
between the amount of accrued interest the Billing Party received from
the escrow disbursement and the amount of Late Payment Charges the
Billing Party is entitled to receive pursuant to Section 10.3 above.~~

~~1.14 — If the Non-Paying Party disputes any charges and the entire dispute is
resolved in favor of the Billing Party, the Parties will cooperate to~~

~~*ensure that all of the actions required by Section 10.13.1 above and Section 10.13.3 above are completed within the times specified therein.*~~

~~*1/15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.13 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.*~~

1.16 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary.

1.17 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.

2.0 Nonpayment and Procedures for Disconnection

2.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language shall be applied separately for each such state.

2.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state shall be applied separately for each such state.

2.2 Failure to pay charges shall be grounds for disconnection of Interconnection products and/or services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a

Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.

2.3 AT&T-9STATE will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.

2.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

2.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in the Dispute Resolution Section below of this Agreement, together with the reasons for its dispute; and

2.4.2 pay all undisputed Unpaid Charges to the Billing Party; and

2.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in the Requirements to Establish Escrow Accounts Section above; and

2.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in the Requirements to Establish Escrow Accounts Section above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with the Requirements to Establish Escrow Accounts Section above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under the Dispute Resolution Section below.

~~2.1 — If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 11.12 below through Section 11.10 below inclusive, shall be applied separately for each such state.~~

~~2.1 — If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 11.12 below through Section 11.10 below inclusive, shall be applied separately for each such state.~~

~~2.2 — Failure to pay charges shall be grounds for disconnection of Interconnection products and/or services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.~~

~~2.3 — AT&T-9STATE will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.~~

~~2.4 — If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:~~

~~2.4.1 — notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and~~

~~2.4.2 — pay all undisputed Unpaid Charges to the Billing Party; and~~

~~2.4.3 — pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and~~

~~2.4.4 — furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts~~

~~arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 12.0 below.~~

2.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution Section provision set forth in Section 3.0 below.

2.6 If the Non-Paying Party fails to:

2.6.1 pay any undisputed Unpaid Charges in response to the Billing Party’s Discontinuance Notice as described in Section 2.2 above.

2.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth above within the time specified in Section 2.2 above.

2.6.3 timely furnish any assurance of payment requested in accordance with the Assurance of Payment Section above; or

2.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in the above sections within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

2.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;

2.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.

2.7 Where required, a copy of the demand provided to CMRS Provider under Section 2.6 will also be provided to the Commission at the same time.

2.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options above:

2.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

2.9 For AT&T9-STATE, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 2.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:

2.9.1 cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and

2.9.2 disconnect any interconnection products and/or services furnished under this Agreement.

2.9.3 Discontinue providing any Interconnection products and/or services furnished under this Agreement.

~~2.6 If the Non-Paying Party fails to:~~

~~2.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 11.2 above.~~

- ~~2.6.2—deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above within the time specified in Section 11.2 above.~~
- ~~2.6.3—timely furnish any assurance of payment requested in accordance with Section 9.0 above; or~~
- ~~2.6.4—make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in the above Sections 11.6.1, 11.6.2, 11.6.3 and 11.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:~~
- ~~2.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;~~
- ~~2.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.~~
- ~~2.7—Where required, a copy of the demand provided to CMRS Provider under Section 11.6 will also be provided to the Commission at the same time.~~
- ~~2.8—Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options above:~~
- ~~2.8.1—will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and~~
- ~~2.9—For AT&T-9STATE, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:~~
- ~~2.9.1—cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and~~

~~2.9.2 disconnect any interconnection products and/or services furnished under this Agreement.~~

~~2.9.3 Discontinue providing any Interconnection products and/or services furnished under this Agreement.~~

2.10 Limitation on Back-billing and Credit Claims: ~~and Credit Claims:~~

2.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

2.10.1.1 Back-bill for or Claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge.

2.10.1.2 Back-billing and credit Claims, as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.

2.10..11 Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and

will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than six (6) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6) months from the date of the final order allowing or approving such charge.

3.0 Dispute Resolution

3.1 Finality of Disputes:

3.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

3.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

3.2 Alternative to Litigation:

3.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

3.3 Commencing Dispute Resolution:

3.3.1 Dispute resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate dispute resolution methods:

3.3.1.1 Service Center dispute resolution

3.3.1.2 Informal dispute resolution; and

3.3.1.3 Formal dispute resolution, each of which is described below.

3.4 Service Center dispute resolution - the following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T9-STATE for Disputed Amounts must be made on the “Billing Claims Dispute Form.”

3.4.1 If the written notice given pursuant to the Dispute Resolution Section above discloses that the dispute relates to billing, then the procedures set forth in Section 2.4 shall be used.

3.4.2 For a dispute submitted by the CMRS Provider, the dispute shall first be processed by the appropriate service center for resolution.

3.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written notice of

3.4.3.1 the date of the bill in question,

3.4.3.2 the account number or other identification (CMRS Provider must provide the CBA/ESBA/ASBS or BAN number) of the bill in question,

3.4.3.3 telephone number, circuit ID number or trunk number in question,

3.4.3.4 any USOC (or other descriptive information) information relating to the item questioned,

3.4.3.5 amount billed,

3.4.3.6 amount in dispute, and

3.4.3.7 the reason that the Disputing Party disputes the billed amount.

3.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T9-STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in the Requirements to Establish Escrow Accounts Section above of this Agreement and

deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a “dispute”. Failure to provide the information and evidence required by the Dispute Resolution Section above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CMRS Provider’s irrevocable and full waiver of its right to dispute the subject charges.

3.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the invoicing Party’s receipt of notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) days of such sixty (60) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

3.4.6 If the Parties are not able to resolve their billing disputes, either Party may inform the other Party in writing that it is invoking the informal dispute resolution provisions of this Agreement.

3.5 Informal Dispute Resolution:

3.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to the Dispute Resolution Section each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

3.6 Formal Dispute Resolution:

3.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in the Dispute Resolution Section above, then either Party may invoke the formal dispute resolution procedures described in this Section. Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other

procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating dispute resolution.

3.6.2 Claims Subject to Mandatory Arbitration:

3.6.2.1 The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to the Dispute Resolution Section below.

3.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating dispute resolution. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating dispute resolution above, the Parties will annualize the actual number of months billed.

3.6.3 Claims Subject to Elective Arbitration

3.6.3.1 Claims will be subject to elective arbitration pursuant to Section 3.7 below if, and only if, the Claim is not settled through informal dispute resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

3.6.4 Claims Not Subject to Arbitration:

3.6.4.1 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

3.6.4.2 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism

3.6.4.3 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

3.6.4.4 Actions to compel compliance with the dispute resolution process.

3.6.4.5 All Claims arising under federal or state statute(s), including antitrust Claims.

3.7 Arbitration:

3.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T9-STATE SOUTHEAST REGION 9-STATE, Dallas, Texas for AT&T9-STATE SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T9-STATE MIDWEST REGION 5-STATE, San Francisco, California for AT&T9-STATE CALIFORNIA; Reno, Nevada for AT&T9-STATE NEVADA; or New Haven, Connecticut for AT&T9-STATE CONNECTICUT, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages,

Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in the Dispute Resolution Section above may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 3.0 *A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by the Billing Party. The dispute must be clearly explained by the Disputing Party and supported by written documentation from the Disputing Party, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide 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 Bona Fide Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved the Disputing Party will make immediate payment on 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 Bona Fide Dispute, will be applied to the Disputing Parties account by the Billing Party immediately upon resolution of the dispute.*

Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.

Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If BellSouth rejects Sprint's Bona Fide Billing Dispute, BellSouth assumes the responsibility to provide Sprint with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management

resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

4.0 Audits and Examinations

- 4.0 Audits and examinations related to billing will be conducted in accordance with the General Terms and Conditions of this Agreement.

ATTACHMENT 8 - STRUCTURE ACCESS

Table of Contents

1.0	INTRODUCTION.....	3
2.0	DEFINITIONS	3
3.0	GENERAL PROVISIONS	5
4.0	REQUIREMENTS AND SPECIFICATIONS	8
5.0	ADDITIONAL SPRINT RESPONSIBILITIES.....	14
6.0	FACILITIES AND LICENSES	14
7.0	MAKE-READY WORK	16
8.0	APPLICATION FORM AND FEES	17
9.0	PROCESSING OF APPLICATIONS (INCLUDING PRE-LICENSE SURVEYS AND FIELD INSPECTIONS).....	18
10.0	ISSUANCE OF LICENSES.....	19
11.0	CONSTRUCTION OF SPRINT’S FACILITIES	20
12.0	USE AND ROUTINE MAINTENANCE OF SPRINT’S FACILITIES	22
13.0	MODIFICATION AND REPLACEMENT OF SPRINT’S FACILITIES.....	23
14.0	REARRANGEMENT OF FACILITIES	23
15.0	EMERGENCY REPAIRS AND POLE REPLACEMENTS	24
16.0	INSPECTION BY AT&T-9STATE OF SPRINT’S FACILITIES.....	26
17.0	UNAUTHORIZED OCCUPANCY OR UTILIZATION OF AT&T-9STATE’S FACILITIES	28
18.0	REMOVAL OF SPRINT’S FACILITIES	29
19.0	RATES, FEES, CHARGES, AND BILLING.....	30
20.0	ADVANCE PAYMENT	31
21.0	INDEMNIFICATION	31

1.0 Introduction

- 1.1 This Attachment 03-Structure Access (here-on referred to as “Appendix”) sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by **AT&T-9STATE** and **Sprint**.

2.0 Definitions

- 2.1 “Anchor” means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by **AT&T-9STATE**, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 “Anchor/Guy Strand” means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.
- 2.3 “Application” means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for **AT&T-9STATE**-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 “Assigned” when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it **AT&T-9STATE** or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 “Attachment(s)” as used herein means the physical connection to **AT&T-9STATE**’s ROW and all associated Structure Access connectivity.
- 2.6 “Attaching Party” means any Party wishing to make a physical Facility Attachment on or in any **AT&T-9STATE** structure.
- 2.7 “Authorized Contractor” means any contractor included on a list of contractors mutually approved by Attaching Party and **AT&T-9STATE** and who subject to Attaching Party’s direction and control, and subject to the requirements and policies of each state, perform Facilities modification or Make-Ready Work which would ordinarily be performed by **AT&T-9STATE** or persons acting on **AT&T-9STATE**’s behalf as more specifically detailed in Section 14.1.2 below.
- 2.8 “Available” when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.9 “Conduit” means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.10 “Conduit Occupancy” means the presence of wire, cable, optical conductors, or other Facilities within any portion of **AT&T-9STATE**’s Conduit System.
- 2.11 “Conduit System” means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by **AT&T-9STATE**.
- 2.12 “Cost” means the charges made by **AT&T-9STATE** to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to **AT&T-9STATE** for work and/or, (b) if the work was performed by **AT&T-9STATE** employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
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- 2.13 “Duct(s)” means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 2.14 “Facilities” refer to any property or equipment used in the provision of Telecommunications Services.
- 2.15 “Handholes” means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 2.16 “Inner-Duct” means a pathway created by subdividing a Duct into smaller channels.
- 2.17 “Joint User” means a public utility which has entered into an Agreement with **AT&T-9STATE** providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.18 “Joint Use Pole” means a pole not owned by **AT&T-9STATE**, but upon which **AT&T-9STATE** maintains its Facilities.
- 2.19 “Lashing” means an attachment of Sprint’s Sheath or Inner-Duct to a supporting strand.
- 2.20 “License” means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by **AT&T-9STATE**.
- 2.21 “Make-Ready Work” means to all work performed or to be performed to prepare **AT&T-9STATE**’s Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Sprint’s Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Sprint’s Facilities and not to meet **AT&T-9STATE**’s business needs or convenience. Make-Ready Work may require “dig ups” of existing Facilities and may include the repair, enlargement or modification of **AT&T-9STATE**’s Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Sprint’s Facilities.
- 2.22 “Manhole(s)” means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 2.23 “Occupancy” means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.24 “Overlashing” means an attacher tying communication conductors to existing, supportive strands of cable on Poles, which enables attachers to replace deteriorated cables or expand the capacity of existing Facilities while reducing construction disruption and associated expense.
- 2.25 “Pole(s)” means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by **AT&T-9STATE**, and does not include utility Poles or Anchors with respect to which **AT&T-9STATE** has no legal authority to permit Attachments by other persons or entities.
- 2.26 “Periodic Inspections” means inspections that are planned and scheduled by **AT&T-9STATE**, for the purpose of inspecting the Facilities of Sprints attached to **AT&T-9STATE** structure, (e.g., Poles, Conduits, and Rights-of-Way).
- 2.27 “Pole Attachment Act” and “Pole Attachment Act of 1978” means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.28 “Pre-License Survey” means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Sprint’s Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Sprint’s Facilities.
- 2.29 “Right(s) of Way (ROW)” means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW
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may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 2.30 “Sheath” or “Sheathing” means an outer covering containing communications wires, fibers, or other communications media.
- 2.31 “Spare Capacity” means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by AT&T-9STATE, Sprint, or a Third Party for maintenance, repair, or emergency restoration.
- 2.32 “Spot Inspections” mean spontaneous inspections done by AT&T-9STATE, initiated at AT&T-9STATE’s discretion for the purpose of ensuring safety and compliance with AT&T-9STATE standards.

3.0 General Provisions

3.1 Undertaking of AT&T-9STATE:

- 3.1.1 AT&T-9STATE shall provide Sprint with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-9STATE to itself or to any other Telecommunications Service provider. Further, AT&T-9STATE shall not withhold or delay assignment of such Facilities to Sprint because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

- 3.2.1 AT&T-9STATE shall issue one or more Licenses to Sprint authorizing Sprint to attach Facilities to AT&T-9STATE owned or controlled Poles and to place Facilities within AT&T-9STATE’s owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.
- 3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-9STATE’s owned or controlled Poles, to place Facilities within AT&T-9STATE’s owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.
- 3.2.3 Sprint agrees that its Attachment of Facilities to AT&T-9STATE’s owned or controlled Poles, Occupancy of AT&T-9STATE’s owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-9STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 3.2.4 Sprint may not sublease or otherwise authorize any Third Party to use any part of the AT&T-9STATE Facilities licensed to Sprint under this Appendix, except that Sprint may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to Sprint cables. Notwithstanding the above, upon Notice to AT&T-9STATE, Sprint may permit Third Parties who have an Agreement with AT&T-9STATE to over lash to existing Sprint Attachments in accordance with the terms and conditions of such Third Party’s Agreement with AT&T-9STATE.
- 3.2.5 AT&T-9STATE Sprint warrants that any Overlashing the Attaching Party conducts or permits (via a Third Party or contractor) shall meet the following requirements: (1) the Overlashing complies with the NESC and any other industry standards; (2) Sprint has computed the pole loading with the additional overlashed Facility, and the Pole will not be overloaded with the addition of the overlashed Facility; (3) Sprint has determined that no Make-Ready Work is necessary to accommodate the Overlashed Facility, or will insure that any Make-Ready Work necessary will be conducted before the overlashing occurs. Sprint agrees to indemnify AT&T should any of the warranties be breached.

3.3 Licenses:

- 3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-9STATE shall issue to Sprint one or more Licenses per state authorizing Sprint to place or attach Facilities in or to specified Poles, Conduits,
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Ducts or ROW owned or controlled by **AT&T-9STATE** located within the state on a first come, first served basis. **AT&T-9STATE** may deny a License Application if **AT&T-9STATE** determines that the Pole, Conduit or Duct space specifically requested by Sprint is necessary to meet **AT&T-9STATE**'s present needs, or is Licensed by **AT&T-9STATE** to another WSP, or is otherwise unavailable based on engineering concerns. **AT&T-9STATE** shall provide written Notice to Sprint within a reasonable time specifying in detail the reasons for denying Sprint's request. **AT&T-9STATE** shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Sprint's Facilities will enter and exit **AT&T-9STATE**'s Conduit System and the specific location and manner of installation for any associated equipment which is permitted by **AT&T-9STATE** to occupy the Conduit System.

3.4 Access and Use of ROW:

3.4.1 **AT&T-9STATE** acknowledges that it is required by the Act to afford Sprint access to and use of all associated ROW to any sites where **AT&T-9STATE**'s owned or controlled Poles, Manholes, Conduits, Ducts or other parts of **AT&T-9STATE**'s owned or controlled Conduit Systems are located.

3.4.2 **AT&T-9STATE** shall provide Sprint with access to and use of such ROW to the same extent and for the same purposes that **AT&T-9STATE** may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole Attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which **AT&T-9STATE** holds such rights expressly or impliedly grants **AT&T-9STATE** the right to provide such rights to others.

3.4.3 Where **AT&T-9STATE** notifies Sprint that **AT&T-9STATE**'s Agreement with a Third Party does not expressly or impliedly grant **AT&T-9STATE** the ability to provide such access and use rights to others, upon Sprint's request, **AT&T-9STATE** will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse **AT&T-9STATE** for the reasonable and demonstrable Costs incurred by **AT&T-9STATE** in obtaining such rights for Sprint.

3.4.4 In cases where a Third Party agreement does not grant **AT&T-9STATE** the right to provide access and use rights to others as contemplated in Section 3.4.2 above and **AT&T-9STATE**, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with Section 3.4.3 above, or, in the case where Sprint elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, Sprint shall be responsible for obtaining such permission to access and use such ROW. **AT&T-9STATE** shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to Sprint.

3.4.5 Where **AT&T-9STATE** has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, **AT&T-9STATE** shall offer to Sprint through a License or other attachment:

3.4.5.1 The right to use any available space owned or controlled by **AT&T-9STATE** in the building or building complex to install Sprint equipment and Facilities; and

3.4.5.2 Ingress and egress to such space.

3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

3.5 No Effect on **AT&T-9STATE**'s Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of **AT&T-9STATE** to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Sprint has attached or placed Facilities pursuant to Licenses

issued under this Appendix provided however that **AT&T-9STATE** shall give Sprint reasonable advance written Notice of such intent to convey.

- 3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Sprint. **AT&T-9STATE** shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and Sprint's rights hereunder.

3.6 No Effect on **AT&T-9STATE**'s Rights to Manage its Own Facilities:

- 3.6.1 This Appendix shall not be construed as limiting or interfering with **AT&T-9STATE**'s rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate **AT&T-9STATE**'s own Facilities within **AT&T-9STATE**'s Conduits, Ducts or ROW or any of **AT&T-9STATE**'s Facilities attached to **AT&T-9STATE**'s Poles at any time and in any reasonable manner which **AT&T-9STATE** deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in **AT&T-9STATE**'s Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with Sprint's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on Sprint's Rights to Manage its Own Facilities:

- 3.7.1 This Appendix shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within **AT&T-9STATE**'s Conduits, Ducts or ROW or its Facilities attached to **AT&T-9STATE**'s Poles at any time and in any reasonable manner which Sprint deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with Sprint's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

- 3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

- 3.8.2 Sprint acknowledges that the Facilities of persons or entities other than **AT&T-9STATE** and Sprint may be attached to or occupy **AT&T-9STATE**'s Poles, Conduits, Ducts and ROW.

- 3.8.3 **AT&T-9STATE** shall not attach, or give permission to any Third Parties to attach Facilities to, existing Sprint Facilities without Sprint's prior written consent. If **AT&T-9STATE** becomes aware of any such
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unauthorized Attachment to Sprint Facilities, **AT&T-9STATE** shall use its best efforts to rectify the situation as soon as practicable.

3.8.4 With respect to Facilities occupied by Sprint or the subject of an Application for Attachment by Sprint, **AT&T-9STATE** will give to Sprint sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of **AT&T-9STATE**'s intention to construct, reconstruct, expand or place such Facilities or of **AT&T-9STATE**'s intention not to maintain or use any existing Facility.

3.8.4.1 Where **AT&T-9STATE** elects to abandon or remove **AT&T-9STATE** Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with **AT&T-9STATE** to transfer (purchase Attachment) ownership from **AT&T-9STATE** to that existing occupant, subject to then-existing Licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from **AT&T-9STATE**.

3.8.4.2 If an emergency or provisions of an applicable joint use agreement require **AT&T-9STATE** to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Sprint or the subject of an Application for Attachment by Sprint, **AT&T-9STATE** will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Sprint.

3.8.5 Upon request and at Sprint's expense, **AT&T-9STATE** shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. **AT&T-9STATE** retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, **AT&T-9STATE** reserves the right to remove retired cables and is under no obligation to allow Sprint the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by **AT&T-9STATE** on an equal basis to **AT&T-9STATE**, Sprint and other Telecommunication Service providers.

4.0 Requirements and Specifications

4.1 Industry recognized standards are incorporated below by reference. Sprint agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

4.1.2 The National Electrical Code (NEC); and

4.1.3 The current version of The National Electrical Safety Code (NESC).

4.2 Changes in Industry Recognized Standards:

4.2.1 Sprint agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

4.3 Additional Electrical Design Specifications:

4.3.1 Sprint agrees that, in addition to specifications and requirements referred to in Section 4.1 above, Sprint's Facilities placed in AT&T-9STATE's Conduit System shall meet all of the following electrical design specifications:

- 4.3.1.1 No Facility shall be placed in AT&T-9STATE's Conduit System in violation of FCC regulations.
- 4.3.1.2 Sprint's Facilities placed in AT&T-9STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.
- 4.3.1.3 Any Sprint proposal or design for Facilities that will carry AC voltage will be considered on a case by case basis in the region where the proposal is planned.
- 4.3.1.4 No coaxial cable of Sprint shall occupy a Conduit System containing AT&T-9STATE's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.
- 4.3.1.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- 4.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

4.4 Additional Physical Design Specifications:

4.4.1 Sprint's Facilities placed in AT&T-9STATE's Conduit System must meet all of the following physical design specifications:

- 4.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-9STATE's Conduit or Ducts.
- 4.4.1.2 The integrity of AT&T-9STATE's Conduit System and overall safety of AT&T-9STATE's personnel and other personnel working in AT&T-9STATE's Conduit System requires "dielectric cable" be placed when Sprint's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.
- 4.4.1.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes. No splices are permitted to be pulled into Conduit.

4.5 Additional Specifications Applicable to Connections:

4.5.1 The following specifications apply to connections of Sprint's Conduit to AT&T-9STATE's Conduit System:

- 4.5.1.1 Sprint will be permitted to connect its Conduit or Duct only at an AT&T-9STATE Manhole. No Attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Sprint Facilities will be performed by Sprint or its contractor at Sprint's expense. In no event shall Sprint or its contractor "core bore" or make any other modification to AT&T-9STATE Manhole(s) without the prior written approval of AT&T-9STATE, which approval will not be unreasonably delayed or withheld.
 - 4.5.1.2 If Sprint constructs or utilizes a Duct connected to AT&T-9STATE's Manhole, the Duct and all connections between that Duct and AT&T-9STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-9STATE's Conduit System. If Sprint's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into
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AT&T-9STATE's Conduit System. If a core bore is planned and conduit placed, any unused Inner Duct in that structure must be made accessible to other requestors.

- 4.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:
- 4.6.1 Duct clearing, rodding or modifications required to grant Sprint access to **AT&T-9STATE**'s Conduit Systems may be performed by **AT&T-9STATE** at Sprint's expense at charges which represent **AT&T-9STATE**'s actual Costs. Alternatively (at Sprint's option) such work may be performed by a contractor who demonstrates compliance with **AT&T-9STATE** certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint (e.g., splicing Sprint's Facilities) within **AT&T-9STATE**'s Conduit System. Sprint represents and warrants that neither Sprint nor any Person Acting on Sprint's behalf shall permit any person to climb or work on or in any of **AT&T-9STATE**'s Poles or to enter **AT&T-9STATE**'s Manholes or work within **AT&T-9STATE**'s Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
 - 4.6.2 Sprint's Facilities within **AT&T-9STATE**'s Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1 below. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Sprint's Facilities.
 - 4.6.3 Rodding or clearing of Ducts in **AT&T-9STATE**'s Conduit System shall be done only when specific authorization for such work has been obtained in advance from **AT&T-9STATE**, which authorization shall not be unreasonably delayed or withheld by **AT&T-9STATE**. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with **AT&T-9STATE** for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with **AT&T-9STATE** certification requirements.
 - 4.6.4 Personnel performing work on **AT&T-9STATE**'s or Sprint's behalf in **AT&T-9STATE**'s Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of **AT&T-9STATE**'s Conduit System.
 - 4.6.5 Personnel performing work on **AT&T-9STATE**'s or Sprint's behalf within **AT&T-9STATE**'s Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
 - 4.6.6 All of Sprint's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 4.1 above.
 - 4.6.7 Identification of Facilities in Conduit/Manholes:
 - 4.6.7.1 Sprint's Facilities shall be plainly identified with Sprint's name in each Manhole with a firmly affixed permanent tag that meets standards set by **AT&T-9STATE** for its own Facilities.
 - 4.6.8 Identification of Pole Attachments.
 - 4.6.8.1 Sprint's Facilities attached to **AT&T-9STATE** Poles shall be plainly identified with Sprint's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.
 - 4.6.9 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by a vendor approved by **AT&T-9STATE** in compliance with **AT&T-9STATE** Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
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- 4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 4.6.11 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's Facilities within AT&T-9STATE's Conduit System shall be of a type approved by AT&T-9STATE or Telcordia as referenced in Section 4.1 above.
- 4.6.12 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of AT&T-9STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-9STATE shall have no responsibility for the safety of personnel performing work on Sprint's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-9STATE reserves the right to suspend Sprint's activities on, in or in the vicinity of AT&T-9STATE's Poles or Conduit System if, in AT&T-9STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.
- 4.6.13 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- 4.6.14 Smoking or the use of any open flame is prohibited in AT&T-9STATE's Manholes, in any other portion of AT&T-9STATE's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 4.6.15 Artificial lighting, when required, will be provided by Sprint. Only explosion proof lighting fixtures shall be used.
- 4.6.16 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T-9STATE's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T-9STATE's Conduit System.
- 4.6.17 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-9STATE's Manholes, in any other portions of AT&T-9STATE's Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

4.7 Opening of Manholes:

- 4.7.1 The following requirements apply to the opening of AT&T-9STATE's Manholes and the authority of AT&T-9STATE personnel present when work on Sprint's behalf is being performed within or in the vicinity of AT&T-9STATE's Conduit System.
- 4.7.1.1 AT&T-9STATE's Manholes shall be opened only as permitted by AT&T-9STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 4.7.1.2 Sprint shall notify AT&T-9STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-9STATE's Manholes.
- 4.7.1.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
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4.7.1.4 **AT&T-9STATE**'s authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of **AT&T-9STATE**'s authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within **AT&T-9STATE**'s Conduit System in a safe and workmanlike manner.

4.7.1.5 Although **AT&T-9STATE**'s authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, **AT&T-9STATE**'s employee or agent shall have the authority to suspend Sprint's work operations within **AT&T-9STATE**'s Conduit System if, in the reasonable discretion of such **AT&T-9STATE** employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.

4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to **AT&T-9STATE** of Unsafe Conditions:

4.8.1 Sprint agrees that:

4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the OSHA rules and regulations promulgated thereunder.

4.8.1.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within **AT&T-9STATE**'s Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.

4.8.1.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

4.8.1.4 Sprint (and any Person Acting on Sprint's Behalf) may report unsafe conditions on, in or in the vicinity of **AT&T-9STATE**'s Poles or Conduit System to **AT&T-9STATE**.

4.9 Compliance with Environmental Laws and Regulations:

4.9.1 Sprint acknowledges that, from time to time, environmental contaminants may enter **AT&T-9STATE**'s Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduit (Transite type) are constructed with asbestos-containing materials. If **AT&T-9STATE** has knowledge of the presence of such contaminants in a Conduit for which Sprint has applied for or holds a License, **AT&T-9STATE** will promptly notify Sprint of such fact.

4.10 Notwithstanding any of **AT&T-9STATE**'s notification requirements in this Appendix, Sprint acknowledges that some of **AT&T-9STATE**'s Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite" or "Johns-Manville." Until proven otherwise, Sprint will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

4.11 **AT&T-9STATE** makes no representations to Sprint or personnel performing work on Sprint's behalf that **AT&T-9STATE**'s Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

4.11.1 Sprint's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).

4.11.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of **AT&T-9STATE**'s Poles or Conduit

System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

4.11.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T-9STATE will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-9STATE pursuant to this section will be provided in a timely manner.

4.11.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as AT&T-9STATE and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-9STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor AT&T-9STATE nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-9STATE Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T-9STATE premises for storage or disposal.

4.12 Compliance with Other Governmental Requirements:

4.12.1 Sprint agrees that its Facilities attached to AT&T-9STATE's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Sprint shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Sprint shall establish appropriate procedures and controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.

4.13 Differences in Standards or Specifications:

4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.

4.14 Sprint Solely Responsible for the Condition of Its Facilities:

4.14.1 Sprint shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, AT&T-9STATE shall have no duty to Sprint to inspect or monitor the condition of Sprint's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-9STATE's Conduit and Ducts or any Attachment of Sprint's Facilities to AT&T-9STATE's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-9STATE may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-9STATE determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-9STATE's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Appendix; and (2) inspection of Sprint Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Sprint.

4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

4.15 Efficient use of Conduit:

4.15.1 AT&T-9STATE will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering

principles. The number of Inner-Ducts which can reasonably be installed will be determined by **AT&T-9STATE**.

5.0 Additional Sprint Responsibilities

5.1 Third Party Property Owners:

5.1.1 Licenses granted under this Section authorize Sprint to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by **AT&T-9STATE** but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1.1 Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of **AT&T-9STATE**'s Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Sprint's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Permits, Certificates and Licenses:

5.2.1 Sprint shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

5.2.2 Sprint shall not attach or place its Facilities to or in **AT&T-9STATE**'s Poles, Conduit or Duct located on any property for which it or **AT&T-9STATE** has not first obtained all required authorizations.

5.2.3 **AT&T-9STATE** shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay **AT&T-9STATE**'s Pre-License Survey work.

5.3 Lawful Purposes:

5.3.1 All Facilities placed by Sprint in **AT&T-9STATE**'s Conduit and Ducts or on **AT&T-9STATE**'s Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Sprint's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Sprint shall not utilize any Facilities occupying or attached to **AT&T-9STATE**'s Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 Facilities and Licenses

6.1 Licenses Required:

6.1.1 Before placing any Facilities in **AT&T-9STATE**'s Conduits or Ducts or attaching any Facilities to **AT&T-9STATE**'s Poles, Anchors or Anchor/Guy Strands, Sprint must first apply for and receive a written License from **AT&T-9STATE**.

6.2 Provision of Records and Information to Sprint:

6.2.1 In order to obtain information regarding Facilities, Sprint shall make a written request to **AT&T-9STATE**, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, **AT&T-9STATE** shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of **AT&T-9STATE** Poles.

- 6.2.2 **AT&T SOUTHEAST REGION 9-STATE**: Conduit and ROW located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in Sprint's request. Such copies of records shall be provided to Sprint or be made available at the records location center, at the expense of Sprint.
- 6.2.3 **AT&T-13STATE**: Within five (5) business days after Attaching Party submits request to view records to **AT&T-13STATE**, **AT&T-13STATE** will notify Attaching Party of the place and time that attaching Party may view the structure records.
- 6.2.3.1 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. **AT&T-13STATE** may not be able to provide Attaching Party with unscheduled additional time for viewing **AT&T-13STATE** structure records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible. **AT&T-13STATE** may make available at the Attaching Party's expense, an **AT&T-13STATE** representative with sufficient knowledge about **AT&T-13STATE** structure records to clarify matters relating to such structure records and to assist Attaching Party during their viewing.
- 6.2.4 For **AT&T-9STATE** requests, the contact information can be found via the **AT&T-9STATE** Prime Access website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by Sprint, are on an individual case basis. The components which make up the total Costs are the sum of:
- 6.2.4.1 **AT&T-9STATE** employee Costs based on the time spent researching, reviewing and copying records
- 6.2.4.2 Copying costs
- 6.2.4.3 Shipping costs
- 6.3 No Warranty of Record Information:
- 6.3.1 Sprint acknowledges that records and information provided by **AT&T-9STATE** pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, **AT&T-9STATE** assumes no liability to Sprint or any Third Party for errors/omissions contained therein.
- 6.4 Determination of Availability:
- 6.4.1 **AT&T-9STATE** shall provide Pole, Conduit and ROW availability information in response to a request from Sprint which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), **AT&T-9STATE** shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for **AT&T-9STATE**'s Facilities only. Sprint may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and **AT&T-9STATE** shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter **AT&T-9STATE** Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to **AT&T-9STATE**, with an **AT&T-9STATE** representative present and at Sprint's expense.
- 6.5 Assignment of Conduit, Duct and Pole Space:
- 6.5.1 **AT&T-9STATE** shall not unreasonably deny or delay issuance of any License and, in any event, **AT&T-9STATE** shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work. Response intervals commence upon conclusion of the field survey.
- 6.5.1.1 No Make-Ready Work Required:
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6.5.1.1.1 Within 45 days of Attaching Party's submission of a request for access to AT&T structure, AT&T shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed Attachment. The Attaching Party must request such meeting within ten (10) Business Days of receipt of a notice of denial. AT&T will schedule the meeting within ten (10) Business Days of receipt of the Attaching Party's written request for a meeting.

6.5.1.1.2 If **AT&T-9STATE** determines that no Make-Ready Work is required, **AT&T-9STATE** shall approve Applications for Pole Attachment and Conduit Occupancy Licenses and issue such Licenses within forty-five (45) calendar days after **AT&T-9STATE** receives Sprint's Application.

6.5.1.2 Make-Ready Work Required:

6.5.1.2.1 If Make-Ready Work is to be performed by **AT&T-9STATE**, such available space shall remain in effect until Make-Ready Costs are presented to Sprint and approval by Sprint pursuant to the time frames herein. If Sprint approves **AT&T-9STATE**'s Make-Ready Work Costs, Sprint shall have twelve (12) months from the date of Application approval to install its Facilities.

6.5.1.2.2 If Sprint rejects **AT&T-9STATE**'s Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Sprint elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Sprint shall install its Facilities within twelve (12) months from the date that Sprint informs **AT&T-9STATE** that Sprint will perform Make-Ready Work. In the event Sprint does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available for reassignment.

7.0 **Make-Ready Work**

7.1 Work Performed by **AT&T-9STATE**:

7.1.1 If performed by **AT&T-9STATE**, Make-Ready Work to accommodate Sprint's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of **AT&T-9STATE** with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by **AT&T-9STATE** in the ordinary course of **AT&T-9STATE**'s business.

7.1.2 If Sprint desires Make-Ready Work to be performed on an expedited basis and **AT&T-9STATE** agrees to perform the work on such a basis, **AT&T-9STATE** shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If Sprint accepts **AT&T-9STATE**'s revised estimate of charges, Sprint shall pay such additional charges.

7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by **AT&T-9STATE** are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from **AT&T-9STATE**. **AT&T-9STATE** will begin Make-Ready Work required to accommodate Sprint after receipt of Sprint's Make-Ready Work payment. After receipt of payment, **AT&T-9STATE** will schedule the work for completion.

7.3 Work Performed by Certified Contractor:

7.3.1 In lieu of obtaining performance of Make-Ready Work by **AT&T-9STATE**, Sprint at its option may arrange for the performance of such work by a contractor certified by **AT&T-9STATE** to work on or in its Facilities.

Certification shall be granted based upon reasonable and customary criteria employed by AT&T-9STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a contractor to accomplish Make-Ready Work if AT&T-9STATE is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-9STATE.

7.4 Completion of Make-Ready Work:

7.4.1 AT&T-9STATE will issue a License to Sprint once all Make-Ready Work necessary to Sprint's Attachment or occupancy has been completed.

7.5 If Attaching Party utilizes space or capacity on any AT&T structure created at the expense of AT&T or other users after February of 1996, the Attaching Party will reimburse AT&T or the other users on a pro-rata basis for the Attaching Party's share, if any, of the capacity creation costs of AT&T before the License is issued to the other users.

8.0 Application Form and Fees

8.1 Application Process:

8.1.1 To apply for a License under this Appendix, Sprint shall submit the appropriate AT&T-9STATE administrative form(s), which can be found on the AT&T-9STATE Prime Access website, (two (2) sets of each and either a route map specifically indicating Sprint desired route or engineered drawings are to be included). Sprint has the option of (1) requesting copies of AT&T-9STATE records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for Attachment, Make-Ready Work must be complete or a records or field survey conducted by AT&T-9STATE has determined that Make-Ready Work is not required. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.

8.2 AT&T-9STATE will process License Applications in the order in which they are received; provided, however, that when Sprint has multiple Applications on file with AT&T-9STATE, Sprint may designate its desired priority of completion of Pre-Licenses and Make-Ready Work with respect to all such Applications.

8.2.1 Each Application for a License under this Section shall specify the proposed route of Sprint's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which Sprint desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Sprint desires to attach to each Pole or Joint Use Pole.

8.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 11.1 below of this Appendix, and an indication of whether Sprint will, at its option, perform its own Make-Ready Work.

8.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

8.3.1 Sprint may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable Sheath. Sprint's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Sprint's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing Facilities of a Third Party, Sprint shall provide AT&T-9STATE with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If AT&T-2STATE determines that the requested Lashing would violate safety or engineering requirements, AT&T-9STATE shall provide written Notice to Sprint within a reasonable time specifying in detail AT&T-

9STATE's findings. If Sprint desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Sprint must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T-9STATE's** Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to **AT&T-9STATE** Poles.

- 8.4 Each Application shall designate an employee as Sprint's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. Sprint may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

9.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

9.1 Sprint's Priorities:

- 9.1.1 When Sprint has multiple Applications on file with **AT&T-9STATE**, Sprint shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

9.2 Pre-License Survey:

- 9.2.1 After Sprint has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether **AT&T-9STATE's** Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Sprint's Facilities, without substantially interfering with the ability of **AT&T-9STATE** or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of **AT&T-9STATE's** Conduit System or Facilities attached to **AT&T-9STATE's** Pole or placed within or connected to **AT&T-9STATE's** Conduit System. If a Pre-License Survey is to be conducted by **AT&T-9STATE**, **AT&T-9STATE** will provide Sprint the Costs to perform the Pre-License Survey. After receipt of Sprint's payment of Pre-License Survey Costs, **AT&T-9STATE** will schedule the survey. If Sprint gives its prior consent in writing, the determination of Duct availability may include the rodding of Ducts at Sprint's expense.

- 9.2.1.1 The purpose of the Pre-License Survey is to determine whether Sprint's proposed Attachments to **AT&T-9STATE's** Poles or Occupancy of **AT&T-9STATE's** Conduit and Ducts will substantially interfere with use of **AT&T-9STATE's** Facilities by **AT&T-9STATE** and others with Facilities occupying, connected or attached to **AT&T-9STATE's** Pole or Conduit System and to determine what Make-Ready Work is required to accommodate Sprint's Facilities on **AT&T-9STATE's** Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with **AT&T-9STATE** performing such Make-Ready Work and to provide information to Sprint for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

- 9.2.1.2 Based on information provided by **AT&T-9STATE**, Sprint shall determine whether **AT&T-9STATE's** Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Sprint's needs.

- 9.2.1.3 **AT&T-9STATE** may not unreasonably refuse to continue to process an Application based on **AT&T-9STATE's** determination that Sprint's proposed use of **AT&T-9STATE's** Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Sprint shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Sprint acknowledges that **AT&T-9STATE** is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of **AT&T-9STATE's** Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
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9.3 Administrative Processing:

- 9.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of **AT&T-9STATE** and/or other Licensed Facilities) will be performed by **AT&T-9STATE** at Sprint's expense. Anything to the contrary herein notwithstanding, **AT&T-9STATE** shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

- 10.1.1 **AT&T-9STATE** shall issue a License to Sprint pursuant to this Section. **AT&T-9STATE** and Sprint acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole Attachment rights or Conduit or Duct access rights which Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to **AT&T-9STATE**'s Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such License and further subject to Sprint's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

10.2 Multiple Applications:

10.2.1 Sprint acknowledges the following:

- 10.2.1.1 That multiple parties including **AT&T-9STATE** may seek to place their Facilities in **AT&T-9STATE**'s Conduit and Ducts or make attachments to Poles at or about the same time.
- 10.2.1.2 That the Make-Ready Work required to prepare **AT&T-9STATE**'s Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.
- 10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.
- 10.2.1.4 That cooperation and negotiations between all applicants and **AT&T-9STATE** may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

10.2.2 All Applications will be processed on a first-come, first-served basis.

10.3 Agreement to Pay for All Make-Ready Work Completed:

- 10.3.1 Sprint's submission of written authorization for Make-Ready Work shall also constitute Sprint's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

10.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

- 10.4.1 Sprint shall make arrangements with the owners of other Facilities located in or connected to **AT&T-9STATE**'s Conduit System or attached to **AT&T-9STATE**'s Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or Attachment of Sprint's Facilities in or to **AT&T-9STATE**'s structures.

10.5 License:

- 10.5.1 When Sprint's Application for a Pole Attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-9STATE** will execute and return a signed authorization to
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Sprint, as appropriate, authorizing Sprint to attach or place the specified Facilities on **AT&T-9STATE**'s Poles or in **AT&T-9STATE**'s Conduit or Ducts.

- 10.5.2 Each License issued under this Section shall authorize Sprint to attach to **AT&T-9STATE**'s Poles or place or maintain in **AT&T-9STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of Sprint's Facilities

11.1 Construction Schedule:

- 11.1.1 Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Sprint to attach Facilities to **AT&T-9STATE**'s Poles or place Facilities in **AT&T-9STATE**'s Conduit or Ducts, Sprint shall provide **AT&T-9STATE** with an updated construction schedule and shall thereafter keep **AT&T-9STATE** informed of significant anticipated changes in the construction schedule.
- 11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:
 - 11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
 - 11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;
 - 11.1.2.3 The estimated dates when construction will begin and end; and
 - 11.1.2.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's Facilities in **AT&T-9STATE**'s Conduit or Ducts.

11.2 Additional Pre-Construction Procedures for Facilities Placed in Conduit System:

- 11.2.1 The following procedures shall apply before Sprint places Facilities in **AT&T-9STATE**'s Conduit System:
 - 11.2.1.1 Sprint shall give written notice of the type of Facilities which are to be placed; and
 - 11.2.1.2 **AT&T-9STATE** shall designate the particular Duct or Ducts or Inner Ducts (if available) to be occupied by Sprint's Facilities, the location and manner in which Sprint's Facilities will enter and exit **AT&T-9STATE**'s Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by **AT&T-9STATE** to occupy the Conduit System. Sprint may not occupy a Duct other than the specified Duct without the express written consent of **AT&T-9STATE**. **AT&T-9STATE** shall provide to Sprint space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

11.3 Responsibility for Constructing or Placing Facilities:

- 11.3.1 **AT&T-9STATE** shall have no obligation to construct any Facilities for Sprint or to attach Sprint's Facilities to, or place Sprint's Facilities in, **AT&T-9STATE**'s Poles or Conduit System, except to the extent expressly provided in this section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

11.4 Sprint Responsible for Constructing, Attaching and Placing Facilities:

- 11.4.1 Except where otherwise mutually agreed by Sprint and **AT&T-9STATE**, Sprint shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in **AT&T-9STATE**'s Poles, Conduit or Ducts at Sprint's sole Cost and expense. Sprint shall be solely responsible for paying all
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persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on AT&T-9STATE's Pole, in any part of AT&T-9STATE's Conduit System or in the vicinity of AT&T-9STATE's Poles or Conduit System.

11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:

- 11.5.1 Sprint shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
- 11.5.2 Sprint shall construct, attach and place its Facilities in compliance with all requirements and specifications set forth above in this Appendix.
- 11.5.3 Sprint shall satisfy all Legal Requirements set forth above in the Appendix.
- 11.5.4 Sprint shall not permit any person acting on Sprint's behalf to perform any work on AT&T-9STATE's Poles or within AT&T-9STATE's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Sprint or any person working on Sprint's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Sprint shall notify AT&T-9STATE of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.

11.6 Construction Notices:

- 11.6.1 If requested to do so, Sprint shall provide AT&T-9STATE with information to reasonably assure AT&T-9STATE that construction has been performed in accordance with all applicable standards and requirements.

11.7 Points for Attachment:

- 11.7.1 AT&T-9STATE shall specify the point of Attachment of each Pole or Anchor to be occupied by Sprint's Facilities, and such Sprint's Facilities shall be attached above AT&T-9STATE's Facilities. When the Facilities of more than one applicant are involved, AT&T-9STATE will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

11.8 Sprint power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 4.0 above.

11.9 AT&T-9STATE will evaluate and approve in its sole discretion, on an individual case basis, the location of certain Pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such Attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing Attachments.

11.10 Sprint shall hold AT&T-9STATE harmless and indemnify AT&T-9STATE for damages to itself or Third Parties in accordance with the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms and Conditions, that result from the operation or maintenance of Sprint's Attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

11.11 Manhole and Conduit Break-Outs:

- 11.11.1 Sprint shall be permitted to add Conduit ports to AT&T-9STATE Manholes when existing Conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

11.12 Completion of Sprint Construction:

- 11.12.1 For each Sprint Attachment to or occupancy within **AT&T-9STATE** Facilities, Sprint will provide to **AT&T-9STATE**'s single-point of contact (within twenty (20) calendar days of Sprint construction-complete date) a complete set of actual placement drawings for posting to **AT&T-9STATE** records.

12.0 Use and Routine Maintenance of Sprint's Facilities

12.1 Use of Sprint's Facilities:

- 12.1.1 Each License granted under this Section authorizes Sprint to have access to Sprint's Facilities on or in **AT&T-9STATE**'s Poles, Conduits and Ducts as needed for the purpose of serving Sprint's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

12.2 Routine Maintenance of Sprint's Facilities:

- 12.2.1 Each License granted under this section authorizes Sprint to engage in routine maintenance of Sprint's Facilities located on or in **AT&T-9STATE**'s Poles, Conduits, Ducts and ROW pursuant to such License. Sprint shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its Attachments or making any material alterations thereto. Sprint shall give reasonable Notice to **AT&T-9STATE** before performing any work, whether or not of a routine nature, in **AT&T-9STATE**'s Conduit System.

12.3 Sprint Responsible for Maintenance of Sprint's Facilities:

- 12.3.1 Sprint shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on **AT&T-9STATE**'s Poles, within **AT&T-9STATE**'s Conduit System or in the immediate vicinity of such Poles or Conduit System.

12.4 AT&T-9STATE Is Not Responsible for Maintaining Sprint's Facilities:

- 12.4.1 **AT&T-9STATE** shall have no obligation to maintain any Facilities which Sprint has attached or connected to, or placed in, **AT&T-9STATE**'s Poles, Conduits, Ducts or any portion of **AT&T-9STATE**'s Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

12.5 Information Concerning the Maintenance of Sprint's Facilities:

- 12.5.1 Promptly after the issuance of a License permitting Sprint to attach Facilities to, or place Facilities in **AT&T-9STATE**'s Poles, Conduits or Ducts, Sprint shall provide **AT&T-9STATE** with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's Facilities, and shall thereafter notify **AT&T-9STATE** of changes to such information. The manager responsible for routine maintenance of Sprint's Facilities shall, on **AT&T-9STATE**'s request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on **AT&T-9STATE**'s request, provide such additional documentation relating to the maintenance of Sprint's Facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this section and Licenses issued hereunder.

12.6 Identification of Personnel Authorized to Have Access to Sprint's Facilities:

- 12.6.1 All personnel authorized to have access to Sprint's Facilities shall, while working on **AT&T-9STATE**'s Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any **AT&T-9STATE** employee, produce such identification.
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13.0 Modification and Replacement of Sprint's Facilities

13.1 Notification of Planned Modification or Replacement of Facilities:

13.1.1 Sprint shall, when practicable, notify **AT&T-9STATE** in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a **AT&T-9STATE** Pole, Anchor or Anchor/Guy Strand or located in any **AT&T-9STATE** Conduit or Duct. The Notice shall contain sufficient information to enable **AT&T-9STATE** to determine whether the proposed addition, relocation, replacement, or modification is permitted under Sprint's present License or requires a new or amended License.

13.2 New or Amended License Required:

13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

13.2.1.1 Requires that Sprint use additional space on **AT&T-9STATE**'s Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, Inner-Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

13.2.1.2 Results in the size or location of Sprint's Facilities on **AT&T-9STATE**'s Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Sprint's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

14.0 Rearrangement of Facilities

14.1 Make-Ready Work:

14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

14.1.1.1 submit payment for the estimate authorizing **AT&T-9STATE** or its contractor to complete the Make-Ready Work; or

14.1.1.2 advise **AT&T-9STATE** of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with **AT&T-9STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **AT&T-9STATE** or **AT&T-9STATE**'s contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **AT&T-9STATE**'s structures or interferes with any existing use of **AT&T-9STATE**'s Facilities or the Facilities of any other user.

14.1.3 **AT&T-9STATE** shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, **AT&T-9STATE** shall endeavor to minimize its Costs to Sprint. If it is determined that such Make-Ready Work is required, **AT&T-9STATE** shall provide Sprint with the estimated Costs for Make-Ready Work and a Make Ready-Work due date.

14.1.4 Sprint shall be solely responsible for negotiating with persons or entities other than **AT&T-9STATE** for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of **AT&T-9STATE** and/or other Sprints as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from **AT&T-9STATE**, **AT&T-9STATE** shall issue such Licenses in conjunction with the issuance of the applied-for License to Sprint.

14.2 Rearrangement of Sprint's Facilities at AT&T-9STATE's Request:

- 14.2.1 Sprint acknowledges that, from time to time, it may be necessary or desirable for AT&T-9STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by AT&T-9STATE's business needs or authorized Application of another entity seeking access to AT&T-9STATE's Poles or Conduit Systems. Sprint agrees that Sprint will, upon AT&T-9STATE's request, and at AT&T-9STATE's expense, but at no Cost to Sprint, participate with AT&T-9STATE (and other Sprints) in the relocation, reconstruction, or modification of AT&T-9STATE's Conduit System or Facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for AT&T-9STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Sprint shall, upon AT&T-9STATE's request, participate with AT&T-9STATE (and other Sprints) in the relocation, reconstruction, or modification of AT&T-9STATE's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 14.2.2 Sprint shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Sprint End User.
- 14.2.3 If Sprint fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-9STATE in writing, AT&T-9STATE may perform such rearrangements with written Notice to Sprint, and Sprint shall reimburse AT&T-9STATE for actual costs and expenses incurred by AT&T-9STATE in connection with the rearrangement of Sprint's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-9STATE's business needs.

15.0 Emergency Repairs and Pole Replacements

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

- 15.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 15.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
- 15.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit System in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-9STATE within twelve (12) hours of the current Business Day (or first Business Day following a non-Business Day) that such entity is entering the AT&T-9STATE Conduit System and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an Occupancy License issued.
- 15.1.3.1 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-9STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an Inner-Duct, a
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suitable replacement Inner-Duct) is available for use by all occupants in the Conduit System within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, **AT&T-9STATE** may install a maintenance Conduit at the Attaching Party's expense.

15.2 Designation of Emergency Repair Coordinators and Other Information:

15.2.1.1 For each **AT&T-9STATE** construction district, Attaching Party shall provide **AT&T-9STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify **AT&T-9STATE** of changes to such information.

15.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

15.3.1 When notice and coordination are practicable, **AT&T-9STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

15.3.2 Emergency service restoration work requirements shall take precedence over other work operations.

15.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The Parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

15.3.4 **AT&T-9STATE** shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by **AT&T-9STATE** on a nondiscriminatory basis in accordance with the principles set forth in this Section.

15.4 Emergency Pole Replacements:

15.4.1 When emergency Pole replacements are required, **AT&T-9STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

15.4.2 If notified by **AT&T-9STATE** that an emergency exists which will require the replacement of a Pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **AT&T-9STATE** replacement Pole, the transfer shall be in accordance with **AT&T-9STATE**'s placement instructions.

15.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **AT&T-9STATE** and thereby authorize **AT&T-9STATE** (or any other user sharing the Pole with **AT&T-9STATE**) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

15.5 Expenses Associated with Emergency Repairs:

15.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency Pole replacements made in accordance with the provisions of this article.

- 15.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.
- 15.5.3 Attaching Party shall reimburse AT&T-9STATE for the Costs incurred by AT&T-9STATE for work performed by AT&T-9STATE on Attaching Party's behalf in accordance with the provisions of this article.

16.0 Inspection by AT&T-9STATE of Sprint's Facilities

- 16.1 AT&T-9STATE may monitor, at Sprint's expense, the entrance and exit of Sprint's Facilities into AT&T-9STATE's Manholes and the placement of Sprint's Facilities in AT&T-9STATE's Manholes.
- 16.2 Post-Construction Inspections:
- 16.2.1 AT&T-9STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's Attachment of Facilities to AT&T-9STATE's structures for the purpose of determining the conformance of the Attachments to the Occupancy License. AT&T-9STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-9STATE on the post-construction inspection.
- 16.3 Periodic or Spot Inspections:
- 16.3.1 AT&T-9STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-9STATE's structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-9STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 16.3.2 AT&T-9STATE will give Sprint advance written Notice of such inspections, and Sprint shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to Sprint.
- 16.3.3 Such inspections shall be conducted at AT&T-9STATE's expense; provided, however, that Sprint shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.
- 16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the Periodic or Spot Inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-9STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-9STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-9STATE and the Make Ready Work or modification will be treated in the same fashion as Make Ready Work or modifications for a new request for Attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 16.3.6 Inventory Survey. Not more than once every five (5) calendar years, AT&T shall have the right, upon 30 days notice to Attaching Party, to determine the total number and exact location of Attaching Party's Attachments on AT&T Poles and/or AT&T Conduit through a physical survey conducted by AT&T or its agents. Attaching Party shall have the right to participate in the survey. The costs incurred by AT&T to conduct the survey shall be reimbursed to AT&T by Attaching Party, upon demand by AT&T. If the Attachments of other users are surveyed, each such Attaching Party shall reimburse a proportionate share of the Costs to AT&T.
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- 16.4 Neither the act of inspection by AT&T-9STATE of Sprint's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-9STATE any liability of any kind whatsoever or to relieve Sprint of any responsibility, obligations or liability under this Section or otherwise existing.
- 16.5 Notice of Noncompliance:
- 16.5.1 If, at any time, AT&T-9STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-9STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-9STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-9STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-9STATE in writing when the Facilities have been brought into compliance.
- 16.6 Disputes over Alleged Noncompliance:
- 16.6.1 If Attaching Party disputes AT&T-9STATE's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-9STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.
- 16.7 Failure to Bring Facilities into Compliance:
- 16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-9STATE with proof sufficient to persuade AT&T-9STATE that AT&T-9STATE erred in asserting that the Facilities were not in compliance, and if AT&T-9STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-9STATE's Facilities or those of other users, AT&T-9STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.
- 16.8 Correction of Conditions by AT&T-9STATE:
- 16.8.1 If AT&T-9STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this Section shall apply.
- 16.8.2 AT&T-9STATE will, whenever practicable, notify Sprint in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-9STATE's schedule for performing the work.
- 16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T-9STATE Manhole, AT&T-9STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-9STATE does not reattach Attaching Party's Facilities, AT&T-9STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.
- 16.8.4 AT&T-9STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.
- 16.8.5 Attaching Party to Bear Expenses:
- 16.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.
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17.0 Unauthorized Occupancy or Utilization of AT&T-9STATE's Facilities

17.1 Tagging of Facilities and Unauthorized Attachments:

17.1.1 Facilities to Be Marked:

17.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-9STATE's structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

17.1.2 Removal of Untagged Facilities:

17.1.2.1 AT&T-9STATE may, without notice to any person or entity, remove from AT&T-9STATE's Poles or any part of AT&T-9STATE's Conduit System the Attaching Party's Facilities, if AT&T-9STATE determines that such Facilities are not the subject of a current Occupancy License and are not otherwise lawfully present on AT&T-9STATE's Poles or in AT&T-9STATE's Conduit System.

17.2 Notice to Attaching Party:

17.2.1 If any of Attaching Party's Facilities for which no Occupancy License is presently in effect are found attached to AT&T-9STATE's Poles or Anchors or within any part of AT&T-9STATE's Conduit System, AT&T-9STATE, without prejudice to other rights or remedies available to AT&T-9STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no Occupancy License is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-9STATE, in writing, an Application for a new or amended Occupancy License with respect to such Facilities.

17.3 Approval of Request and Retroactive Charges:

17.3.1 If AT&T-9STATE approves Attaching Party's Application for a new or amended, Attaching Party shall be liable to AT&T-9STATE for all fees and charges associated with the unauthorized Attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended Occupancy License as provided by this article shall not operate retroactively or constitute a waiver by AT&T-9STATE of any of its rights or privileges under this Appendix or otherwise.

17.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-9STATE's Poles, Conduit System or ROW or until a new or amended Occupancy License is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-9STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-9STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-9STATE or another other user, and shall pay AT&T-9STATE for all Costs incurred by AT&T-9STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

17.4 Removal of Unauthorized Attachments:

17.4.1 If Attaching Party does not obtain a new or amended Occupancy License with respect to unauthorized Facilities within the specified period of time, AT&T-9STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not

been removed within the time specified in the Notice, **AT&T-9STATE** may, at **AT&T-9STATE**'s option, remove Attaching Party's Facilities at Attaching Party's expense.

17.5 No Ratification of Unpermitted Attachments or Unauthorized Use of **AT&T-9STATE**'s Facilities:

17.5.1 No act or failure to act by **AT&T-9STATE** with regard to any unauthorized Attachment or Occupancy or unauthorized use of **AT&T-9STATE**'s structure shall be deemed to constitute a ratification by **AT&T-9STATE** of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole Attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

17.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.

17.6 Prompt Payment of Applicable Fees and Charges:

17.6.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Sprint is permitted to continue the Pole Attachment or Conduit Occupancy. See Pricing Schedule for applicable annual rental fees.

17.7 No Implied Waiver or Ratification of Unauthorized Use:

17.7.1 No act or failure to act by **AT&T-9STATE** with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by **AT&T-9STATE** of any of its rights or privileges under this Appendix or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

18.0 Removal of Sprint's Facilities

18.1 When Applicant no longer intends to occupy space on an **AT&T-9STATE** Pole or in a **AT&T-9STATE** Duct or Conduit, Applicant will provide written notification to **AT&T-9STATE** that it wishes to terminate the Occupancy License with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy License shall terminate and the space shall be available for reassignment.

18.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from **AT&T-9STATE**'s structure.

18.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to **AT&T-9STATE**'s Manholes.

18.1.3 Applicant shall be solely responsible for the removal of its own Facilities from **AT&T-9STATE**'s structure.

18.2 At **AT&T-9STATE**'s request, Attaching Party shall remove from **AT&T-9STATE**'s structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **AT&T-9STATE** that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in **AT&T-9STATE**'s Structure.

18.3 Removal Following Termination of Occupancy License:

18.3.1 Attaching Party shall remove its Facilities from **AT&T-9STATE**'s Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy License.

18.4 Removal Following Replacement of Facilities:

18.4.1 Attaching Party shall remove Facilities no longer in service from **AT&T-9STATE**'s structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

18.5 Removal to Avoid Forfeiture:

18.5.1 If the presence of Attaching Party's Facilities on or in **AT&T-9STATE**'s structure would cause a forfeiture of the rights of **AT&T-9STATE** to occupy the property where such structure is located, **AT&T-9STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. **AT&T-9STATE** will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of **AT&T-9STATE**'s rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with other users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

18.6 Removal of Facilities by **AT&T-9STATE**; Notice of Intent to Remove:

18.6.1 If Attaching Party fails to remove its Facilities from **AT&T-9STATE**'s structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, **AT&T-9STATE** may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **AT&T-9STATE** shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

18.7 Removal of Facilities by **AT&T-9STATE**:

18.7.1 If **AT&T-9STATE** removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse **AT&T-9STATE** for **AT&T-9STATE**'s Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

19.0 Rates, Fees, Charges, And Billing

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

19.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

19.2 Changes to Rates, Charges and Fees:

19.2.1 Subject to applicable federal and state laws, rules, regulations and orders, **AT&T-9STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **AT&T-9STATE** will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the Dispute Resolution Process in the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms and Conditions.

19.3 Notice of Rate and Computation of Charges:

19.3.1 On or about November 1 of each year, **AT&T-9STATE** will notify Sprint by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

19.4 Rate “True-Up”:

- 19.4.1 The Parties agree that the fees reflected as interim herein shall be “trued-up” (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving **AT&T-9STATE** before the Commission, in the state which Sprint has either attached to or occupied **AT&T-9STATE** structures (ROW, Conduits, Ducts, and/or Poles).
- 19.4.2 Under the “True-Up” process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by Sprint to arrive at the total interim amount paid (“Total Interim Price”). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by Sprint to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Sprint shall pay the difference to **AT&T-9STATE**. If the Total Final Price is less than the Total Interim Price, **AT&T-9STATE** shall pay the difference to Sprint.
- 19.4.3 Each Party shall keep its own records upon which a “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 to follow the Dispute Resolution Process in the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms & Conditions.

20.0 Advance Payment

20.1 Attachment and Occupancy Fees:

- 20.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by **AT&T-9STATE** and shall be computed as set forth herein.
- 20.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.
- 20.2.2 Charges shall be prorated retroactively in the event of the removal of Sprint’s Facilities.
- 20.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from **AT&T-9STATE**.

21.0 Indemnification

- 21.1 In addition to the Indemnification clauses in the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms & Conditions, the following shall apply to this Appendix:
- 21.1.1 **AT&T-9STATE** shall exercise precaution to avoid damaging the communications Facilities of Sprint and shall make an immediate report to Sprint of the occurrence of any such damage caused by its employees, agents or contractors. **AT&T-9STATE** agrees to reimburse Sprint for all reasonable Costs incurred by Sprint for the physical repair of such Facilities damaged by the negligence of **AT&T-9STATE**, its employees, agents, contractors, subcontractors or invitees. However, **AT&T-9STATE** shall not be liable to Sprint for any interruption of Sprint’s service or for interference with the operation of Sprint’s Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including **AT&T-9STATE**’s negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or **AT&T-9STATE**’s actions or omissions in regard thereto and Sprint shall indemnify and save harmless **AT&T-9STATE** from and against any and all claims, demands, causes of action, costs and reasonable attorneys’ fees with respect to such special, indirect or consequential damages.
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- 21.1.2 Sprint shall exercise precaution to avoid damaging the Facilities of **AT&T-9STATE** and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the owner of the occurrence of any such damage caused by Sprint's employees, agents or contractors. Sprint agrees to reimburse **AT&T-9STATE** for all reasonable Costs incurred by **AT&T-9STATE** for the physical repair of such Facilities damaged by the negligence of Sprint.
- 21.1.3 Sprint shall indemnify, protect and save harmless **AT&T-9STATE**, its directors, officers, employees and agents, **AT&T-9STATE**'s other Sprints, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by **AT&T-9STATE**, **AT&T-9STATE**'s other Sprints and Joint User(s) as a result of acts by the Sprint, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.
- 21.1.4 Sprint shall indemnify, protect and save harmless **AT&T-9STATE**, its directors, officers, employees and agents, **AT&T-9STATE**'s other Sprints, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Sprint's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Sprint's employees, agents or contractors in the vicinity of **AT&T-9STATE**'s Pole(s), Anchor(s), Guy(s), or Conduit System.
- 21.1.5 Sprint shall indemnify, protect and save harmless **AT&T-9STATE**, its directors, officers, employees, and agents, **AT&T-9STATE**'s other Sprints, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Sprint's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Sprint's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 21.1.6 Sprint shall promptly advise **AT&T-9STATE** of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Sprint's Facilities. Sprint shall promptly notify **AT&T-9STATE** in writing of any suits or causes of action which may involve **AT&T-9STATE** and, upon the request of **AT&T-9STATE** copies of all relevant accident reports and statements made to Sprint's insurer by Sprint or others shall be furnished promptly to **AT&T-9STATE**.
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PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

ALABAMA

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$4.32	
	Poles (\$/attachment/yr.) NON-URBAN	\$9.86	
	Poles (\$/attachment/yr.) URBAN	\$6.54	
	Anchors (\$/each/yr) NON-URBAN	\$9.86	
	Anchors (\$/each/yr) URBAN	\$6.54	
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.19	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

FLORIDA

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$4.98	
	Poles (\$/attachment/yr.) NON-URBAN	\$11.35	
	Poles (\$/attachment/yr.) URBAN	\$7.53	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.37	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

GEORGIA

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$3.95	
	Poles (\$/attachment/yr.) NON-URBAN	\$9.02	
	Poles (\$/attachment/yr.) URBAN	\$5.98	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.25	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

KENTUCKY

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	Tariff	
	Poles (\$/attachment/yr.) NON-URBAN 2 user	\$9.45	
	Poles (\$/attachment/yr.) URBAN 2 user	\$9.45	
	Poles (\$/attachment/yr.) NON-URBAN 3 user	\$5.35	
	Poles (\$/attachment/yr.) URBAN 3 user	\$5.35	
	Anchors (\$/each/yr) 2 user	\$12.90	
	Anchors (\$/each/yr) 3 user	\$8.60	
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.70	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

LOUISIANA

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$7.39	
	Poles (\$/attachment/yr.) NON-URBAN	\$6.90	
	Poles (\$/attachment/yr.) URBAN	\$6.90	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.37	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

MISSISSIPPI

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$4.03	
	Poles (\$/attachment/yr.) NON-URBAN	\$9.18	
	Poles (\$/attachment/yr.) URBAN	\$6.09	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$2.50	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

NORTH CAROLINA

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$2.96	
	Poles (\$/attachment/yr.) NON-URBAN	\$6.76	
	Poles (\$/attachment/yr.) URBAN	\$4.48	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.24	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

SOUTH CAROLINA

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$2.16	
	Poles (\$/attachment/yr.) NON-URBAN	\$4.92	
	Poles (\$/attachment/yr.) URBAN	\$3.27	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.29	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

PRICING SCHEDULE (WSP)

STRUCTURE ACCESS

TENNESSEE

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$5.05	
	Poles (\$/attachment/yr.) NON-URBAN	\$11.52	
	Poles (\$/attachment/yr.) URBAN	\$7.64	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$0.30	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

ATTACHMENT 12 – 911/E911

Table of Contents

<u>Section</u>	<u>Section Number</u>
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Introduction	1.0
Definitions	2.0
AT&T-9 STATE Responsibilities	3.0
SPRINT Responsibilities	4.0
Responsibilities of Both Parties.....	5.0
Methods and Practices.....	6.0
Contingency	7.0
Basis of Compensation	8.0
Mutuality.....	9.0

1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable **AT&T-9 STATE** owned Incumbent Local Exchange Carrier (ILEC) to SPRINTs for access to the applicable **AT&T-** owned ILEC's 911 and E911 Databases, and Interconnection to an **AT&T-**owned ILEC's 911 Selective Router ~~solely solely~~ for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. **The trunking requirements contained in this Attachment are to be used solely for 911 call routing.** ~~*The trunking requirements contained in this Attachment are to be used solely for 911 call routing. Sprint is permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.*~~
- 1.2 Wireless E911 Service Access is a service which enables SPRINT's use of **AT&T-9 STATE** 911 network service elements which **AT&T-9 STATE** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **AT&T-9 STATE** is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from **AT&T-9 STATE**. Wireless E911 Service Access makes available to SPRINT only the service configuration purchased by the E911 Authority from **AT&T**. **AT&T-9 STATE** shall provide Wireless E911 Service Access to SPRINT as described in this Attachment, in each area in which (i) SPRINT is authorized to provide CMRS and (ii) **AT&T-9 STATE** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with SPRINT's Phase I and Phase II E911 obligations.

2.0 Definitions

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "911 Call(s)" means a call made by an SPRINT's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.4 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the SPRINT name, Call Back Number, and Cell Site/Sector Information.
- 2.5 "Automatic Number Identification" or "ANI" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.6 "Call Back Number" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a SPRINT's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the SPRINT's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.7 "Call Path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.8 "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the SPRINT's switch to an **AT&T-9 STATE** E911 Selective Router.
- 2.9 "Cell Sector" means a geographic area defined by SPRINT (according to SPRINT's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

- 2.11 “Cell Site/Sector Information” means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a SPRINT’s Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 “Common Channel Signaling/Signaling System 7 Trunk” or “CCS/SS7 Trunk or SS7 Signaling” means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from SPRINT’s switch to an **AT&T-9 STATE** 911 Selective Routing Tandem.
- 2.13 “Database Management System” or “DBMS” means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.14 “E911 Authority” means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully designated as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.15 “E911 Service” means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.16 “E911 Trunk” means one-way terminating circuits which provide a trunk-side connection between SPRINT’s network and **AT&T-9 STATE** 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.17 “E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing.
- 2.18 “Emergency Service Number” or “ESN” is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.19 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.20 “Emergency Service Routing Digits” or “ESRD” is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.21 “Emergency Service Routing Key” or “ESRK” is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.22 “End User”, for purposes of this Attachment only, means the 911 caller.
- 2.23 “Hybrid CAS” means a wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.24 “Meet Point” means the demarcation between the **AT&T-9 STATE** network and the SPRINT network.
- 2.25 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.26 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.27 “NENA Company Identifier” or “NENA ID” means the three to five (3 to 5) character identifier obtained by the Customer from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695. The NENA company ID allows the PSAP to identify the switching carrier for the caller, and to determine the 24 x 7 number of the Company for emergency contact needs.

- 2.28 “Non-Call path Associated Signaling” or “NCAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- 2.29 “Phase I” - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.30 “Phase II” - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.31 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.32 “Pseudo Automatic Number Identification (pANI)” is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.33 “Selective Routing” means the routing of a 911 call to the proper PSAP based upon the location of the caller. Selective Routing is controlled by the ESN which is derived from the customer location.
- 2.34 “Service Provider” means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 2.35 “Shell Record” means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the SPRINT’s network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.36 Deleted
- 2.37 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3.0 **AT&T-9 STATE Responsibilities**

- 3.1 **AT&T-9 STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when **AT&T-9 STATE** is the 911 service provider. **AT&T-9 STATE** shall provide 911 Service to SPRINT in areas where SPRINT is licensed to provide service and **AT&T-9 STATE** provides the 911 System component. In such situations, **AT&T-9 STATE** shall provide SPRINT access to the **AT&T-9 STATE** 911 System as described in this section.
- 3.2 Call Routing
- 3.2.1 **AT&T-9 STATE** will route 911 calls from the **AT&T-9 STATE** SR to the designated Primary PSAP according to routing criteria specified by the PSAP.
- 3.2.2 When routing a 911 call and where **AT&T-9 STATE** is the ALI Database Provider, in a Phase I application, **AT&T-9 STATE** will forward the Phase I data as provided by SPRINT and in a Phase II application, where Phase II service has been initiated by the PSAP, **AT&T-9 STATE** will forward the Phase I and Phase II data as provided by SPRINT.
- 3.3 Facilities and Trunking
- 3.3.1 **AT&T-9 STATE** shall provide and maintain sufficient dedicated E911 trunks from **AT&T**’s SR’s to the PSAP of the E911 Authority, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving SPRINT’s order, **AT&T-9 STATE** will provide, and SPRINT agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be

governed by the applicable **AT&T-9 STATE** tariff within the serving state. Additionally, when SPRINT requests diverse facilities, **AT&T-9 STATE** will provide such diversity where Technically Feasible, at standard tariff rates.

- 3.3.3 **AT&T-9 STATE** and SPRINT will cooperate to promptly test all Trunks and Facilities between SPRINT's network and the **AT&T-9 STATE** SR(s).
- 3.3.4 **AT&T-9 STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems to SPRINT's facility Meet Point.

3.4 Database

- 3.4.1 Where **AT&T-9 STATE** manages the 911 and E911 Databases and SPRINT deploys a CAS or Hybrid-CAS Solution, and also NCAS in **AT&T**, utilizing **AT&T-9 STATE** E911 DBMS:
 - 3.4.1.1 **AT&T-9 STATE** shall store the SPRINT's Shell records in the electronic data processing database for the E911 DBMS.
 - 3.4.1.2 **AT&T-9 STATE** shall coordinate access to the **AT&T-9 STATE** E911 DBMS for the initial loading and updating of the SPRINT's records.
 - 3.4.1.3 **AT&T**'s ALI database shall accept electronically transmitted files that are based upon NENA standards.
 - 3.4.1.4 SPRINT's designated third-party provider may perform the above database functions.
- 3.4.2 In **AT&T-13STATE** where **AT&T-13STATE** manages the 911 and E911 Databases, and SPRINT deploys an NCAS solution:
 - 3.4.2.1 **AT&T-13STATE** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4.0 SPRINT Responsibilities

4.1 Call Routing

- 4.1.1 Where **AT&T-9 STATE** is the 911 System Service Provider, SPRINT will route 911 calls from SPRINT's network to the **AT&T-9 STATE** SR office of the 911 system.
- 4.1.2 Depending upon the network service configuration, SPRINT will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the **AT&T-9 STATE** 911 SR.

4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Authority or PSAP, SPRINT shall provide or order from **AT&T-9 STATE** transport and trunk termination to each **AT&T-9 STATE** 911 SR that serves the areas in which SPRINT is licensed to and will provide CMRS service.
- 4.2.2 SPRINT shall be responsible for determining and maintaining facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the SPRINT's network and the **AT&T-9 STATE** SR.
- 4.2.3 SPRINT acknowledges that its End Users in a single local calling scope may be served by different SRs and SPRINT shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.4 SPRINT shall order a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the SPRINT's network to each **AT&T-9 STATE** 911 SR, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.
- 4.2.5 SPRINT is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

- 4.2.6 SPRINT shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.7 In order to implement E911 Service, SPRINT or its agent is responsible for ordering the appropriate data circuit as specified by **AT&T-9 STATE** technical reference located on the appropriate AT&T-9 STATE CLEC Online website, from SPRINT's network to the appropriate **AT&T-9 STATE** ALI server where **AT&T-9 STATE** is the designated ALI Database Provider. Such data circuit may be ordered from **AT&T-9 STATE** affiliate or vendor of SPRINT's choice.
- 4.2.8 SPRINT shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If SPRINT's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, SPRINT shall request additional circuits from **AT&T**.
- 4.2.9 SPRINT will cooperate with **AT&T-9 STATE** to promptly test all 911 trunks and facilities between SPRINT's network and the **AT&T-9 STATE** 911 Selective Router(s) to assure proper functioning of 911 service. SPRINT agrees that it will not pass live 911 traffic until both Parties complete successful testing.
- 4.2.10 SPRINT is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to SPRINT's facility point of interconnection (POI). SPRINT is responsible for advising **AT&T-9 STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **AT&T-9 STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T-9 STATE** will refer network trouble to SPRINT if no defect is found in **AT&T**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Where **AT&T-9 STATE** is the 911 System Service Provider, and SPRINT deploys a CAS or Hybrid CAS Solution utilizing **AT&T-9 STATE** 911 DBMS:
 - 4.3.1.1 SPRINT or its agent shall be responsible for providing SPRINT's Shell Records, and all associated records (i.e. NPA NXX table form and MPC Cross Reference form) to **AT&T-9 STATE** or **AT&T**'s designated agent, for inclusion in **AT&T**'s DBMS, Selective Router and MPC Cross Reference tables on a timely basis in an electronic format based upon established NENA standards and as directed in the Wireless E911 Carrier Guide (located on the **AT&T-9 STATE** Prime Access website. SPRINT or its agent shall provide initial and ongoing updates of SPRINT's ALI records that are in electronic format based upon established NENA Standards.
 - 4.3.1.2 SPRINT shall adopt use of a Company ID on all SPRINT Shell Records in accordance with NENA standards. The Company ID is used to identify the SPRINT of record in facility configurations.
 - 4.3.1.3 SPRINT is responsible for providing updates to **AT&T-9 STATE** 911 DBMS; in addition, SPRINT is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.4 Other

- 4.4.1 SPRINT is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the SPRINT and/or End Users by any municipality or other governmental entity within whose boundaries the SPRINT provides CMRS.
- 4.4.2 In the event that there is a valid E911 Phase II PSAP request, SPRINT shall notify **AT&T-9 STATE** 911 Account Manager at least ninety (90) days prior to SPRINT's proposed Phase II implementation state.

5.0 Responsibilities Of Both Parties

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the SPRINT's network to the designated **AT&T-9 STATE** 911 Selective Router(s).

6.0 Methods and Practices

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AT&T's** applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA. **AT&T-9 STATE** Wireless 911 Customer Guides are located on appropriate **AT&T-9 STATE** Prime Access website.

7.0 Contingency

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and Interconnection to an **AT&T**-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T-9 STATE** and SPRINT.

8.0 Basis Of Compensation

- 8.1 SPRINT shall compensate **AT&T-9 STATE** for the elements described in the Pricing Schedule at the rates set forth in the Pricing Schedule on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Attachment. Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable **AT&T-9 STATE** Commission-approved access tariff. In addition, the Parties acknowledge that the interim rates set forth in the Attachment are based on the pricing methodology set forth in the Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001 ("King County Letter" and affirmed in The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the King County Letter methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event **AT&T-9 STATE** files a new or revised tariff after the effective date of this Attachment ("New Tariff") containing rates for one or more of the elements described in the Pricing Schedule that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Schedule, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Schedule to list charges for the data circuit does not negate any such charges for the data circuit, should SPRINT elect to purchase such data circuit from an **AT&T-9 STATE** affiliate.
- 8.2 Charges for E911 Service shall begin once the Trunks and Facilities are installed and successfully tested between SPRINT's network and **AT&T-9 STATE** SR(s) and have been accepted by the SPRINT.

9.0 Mutuality

- 9.1 SPRINT agrees that to the extent it offers the type of services covered by this Attachment to any company, that should **AT&T-9 STATE** request such services, SPRINT will provide such services to **AT&T-9 STATE** under terms and conditions comparable to the terms and conditions contained in this Attachment.

Exhibit C

**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part A AT&T Issue 1	GT&C Whereas and GT&C Section 1, Purpose and Scope	<p>AT&T Issue Description: 1a. What are the appropriate recitals and how should Purpose and Scope be described?</p> <p>1b. What is the Scope of AT&T's obligation?</p> <p>Sprint Issue Description: How should Scope and Purpose be described?</p>	<p><u>WHEREAS, the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of Telecommunications Services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and</u></p> <p><u>WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and Facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein;</u></p> <p><u>1. Purpose</u></p> <p>This Agreement specifies the rights and obligations of the parties with respect to <u>the establishment of local interconnection.</u></p> <p><u>1.1 Scope of Obligations:</u></p> <p><u>Notwithstanding anything to the contrary contained herein, AT&T-9STATE's obligations under this Agreement shall apply only to:</u></p> <p><u>The specific operating area(s) or portion thereof in which AT&T-9STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and Assets that AT&T-9STATE owns or leases and which are used in connection with AT&T-9STATE's provision to CMRS Provider of any Interconnection products</u></p>	<p>AT&T's proposed statement of the Purpose and Scope is appropriate and correctly sets forth obligations of the Parties. AT&T is only obligated to provide a Section 251 agreement for the limited purpose of providing access to interconnection and ancillary functions as defined by AT&T. Sprint's position advocates that this cover services under the Act that could include a broad array of services not appropriate for the Parties' interconnection agreement.</p> <p>It is important to include Sections 251 and 252 of the Act; otherwise, the term "Act" is too broad to be used in</p>	<p>Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint's rights as a requesting carrier under Applicable Law.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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Sprint language bold italics

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			<p><u>and/or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the “ILEC Assets”).</u></p> <p><u>This Agreement sets forth the terms and conditions pursuant to which AT&T-9STATE agrees to provide CMRS Provider with access to, Interconnection under Section 251(c)(2) in AT&T-9STATE’s incumbent local Exchange Areas for the provision of CMRS Provider’s Telecommunications Services. The Parties acknowledge and agree that AT&T-9STATE is only obligated to make available Interconnection under Section 251(c)(2) to CMRS Provider in AT&T-9STATE’s incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions, including references to tariff rates, terms and conditions, set forth in this Agreement shall only apply to the Parties and be available to CMRS Provider for provisioning Telecommunication Services within an AT&T-9STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.</u></p> <p>Sprint Language</p> <p><i>WHEREAS. Sprint is a Telecommunications Carriers and has requested AT&T to negotiate an Agreement with Sprint for the provision of services pursuant to the Act and in conformance with AT&T’s duties under the Act; and,</i></p> <p><i>1. Purpose and Scope,</i></p> <p>1.1 This Agreement specifies the rights and obligations of the</p>	<p>this agreement.</p> <p>1.2 Sprint's language is overly broad.</p> <p>1.3 AT&T's network is technology neutral and therefore this language is not needed. Furthermore, AT&T is not sure what is meant by the term Interconnected VoIP Service. Clear terms and conditions for all traffic exchanged between Sprint and AT&T is included in Attachment 3 of the Agreement.</p> <p>1.4 AT&T is unclear as to what is meant by Sprint Wholesale Services. The terms of the agreement apply to the Parties of the Agreement.</p>	

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			<p>Parties with respect to the <i>implementation of their respective duties under the Act.</i></p> <p><i>1.2 Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.</i></p> <p><i>1.3 Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic.</i></p> <p><i>1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i></p>		

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Sprint language bold italics

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4 GT&C Part A AT&T Issue 2	GTC Part A, Section 2 And GTC Part A, introductory paragraph	AT&T Issue description: What is the appropriate term (duration) of the agreement, should the effective date of the agreement be the date approved by the Commission, and is it appropriate for the agreement to contain express provisions for termination and renegotiation of the Agreement? Sprint Issue description: What should be the provisions for the term (duration) of the agreement, and	<p><u>2. Term of the Agreement</u></p> <p><u>2.1 The term of this Agreement is three (3) years from _____ and shall expire as of _____. 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 has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.</u></p> <p><u>2.2 Termination for Non-Performance or Breach:</u> <u>Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection products and/or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original notice, then the terminating Party will provide a subsequent written notice of the termination of this Agreement and such</u></p>	AT&T's proposal for a three year term is reasonable. The industry is more stable than it was in the past, and the contract has change of law provisions and provisions for industry standard changes; therefore, there is no reason the contract should cover less than three years. Any shorter period of time means that the contract would not be in place for any appreciable amount of time before renegotiations have to recur. AT&T supports	The Agreement should provide for: a 2-year term; automatic 1 year renewals unless either party seeks renegotiation; continuation of the Agreement if not replaced by a new negotiated/arbitrated agreement; otherwise, termination only in the event of mutual consent or as authorized by Commission. This/these provision(s) should be substantively the

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		the provisions for termination and renegotiation of the Agreement?	<p><u>termination shall take effect immediately upon delivery of written notice to the other Party.</u></p> <p><u>If, at any time during the term of this Agreement, AT&T-9STATE is unable to contact CMRS Provider pursuant to the notices provision hereof or any other contact information provided by CMRS Provider under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CMRS Provider pursuant to the Notice Section hereof.</u></p> <p><u>2.3 Termination of Agreement after Initial Term Expiration:</u> <u>Where CMRS Provider has no End Users or is no longer purchasing any services under this Agreement, CMRS Provider may terminate the Agreement by providing “notice of termination” to AT&T-9STATE at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GTC.</u></p> <p><u>Where CMRS Provider has End Users and/or is purchasing Interconnection products and/or services under this Agreement and either Party seeks to terminate this Agreement, CMRS Provider shall cooperate in good faith to effect an orderly transition of service under this Agreement. CMRS Provider shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier prior to the expiration or termination date of this Agreement.</u></p> <p><u>If at any time within one hundred eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “notice of termination,” the Party who receives such</u></p>	<p>termination of the Agreement by either Party for failure to perform a material obligation or breach of a material obligation or after the contract expires. Absent Sprint’s ability to cure, AT&T should be able to take action to protect itself from further financial harm without Commission approval. If the contract has expired, either party should have the right to terminate the contract and each party is responsible for notifying its respective end users. Renegotiation begins within 180 days prior to expiration of the term of the Agreement.</p>	<p>same whether a single ICA or two separate ICAs are used.</p>

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			<p><u>notice shall have ten (10) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. When CMRS Provider receives notice of termination from AT&T-9STATE, CMRS Provider shall identify the action to be taken in each of the applicable state(s). If CMRS Provider wishes to pursue a successor agreement with AT&T-9STATE, CMRS Provider shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-9STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CMRS Provider's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.</u></p> <p><u>If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, AT&T-9STATE shall continue to offer services to CMRS Provider pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.</u></p> <p><u>2.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the successor agreement becomes effective. The terms of such successor agreement shall be effective as of the effective date stated in such successor agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to</u></p>		

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			<p><u>provide services to the other Party during the negotiation of the successor agreement or the transition from this Agreement to the successor agreement.</u></p> <p>Sprint Language</p> <p><i>GTC Part A, introductory paragraph</i></p> <p><i>This Agreement may refer to either AT&T or Sprint or both as a “Party” or “Parties”, and is made effective on [TBD] (“Effective Date”).</i></p> <p>2. Term of the Agreement</p> <p><i>2.1 Term. The initial term of this Agreement in a given state in which AT&T-9STATE operates is two (2) years from the date that the Agreement is approved by the Commission in that state (“Initial Term”) and shall thereafter automatically renew on a year-to-year basis (“Renewal Term”). The Initial Term and a Renewal Term are respectively referred to herein as the Term.</i></p> <p>2.2 Termination for Non-Performance or Breach:</p> <p><i>Upon Commission approval, a Party (“Non-Defaulting Party”) may terminate this Agreement to the extent authorized by the Commission, if the other Party (“Defaulting Party”) either : a) fails to perform a material obligation or breaches a material term of this Agreement <u>and</u> fails to cure such nonperformance or breach within sixty (60) calendar days after written notice thereof; or, b) at any time during the term of this Agreement, AT&T-9STATE is unable to contact Sprint</i></p>		

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			<p><i>pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement.</i></p> <p>2.3 Termination, Continuation or Replacement of Agreement:</p> <p>2.3.1. Where Sprint has End Users and/or is purchasing services under this Agreement and the Agreement is terminated by mutual consent or pursuant to Section 2.2, Sprint shall cooperate in good faith to effect an orderly transition of service under this Agreement. Unless termination results from the wrongful conduct of AT&T, Sprint shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier upon termination of the Term of this Agreement.</p> <p>2.3.2. If at any time within one hundred eighty (180) days prior to the end of a Term, if either Party serves a notice to re-negotiate or terminate the Agreement (“Notice”) in a given State in which AT&T-9STATE operates (“Noticing Party”), the Party who receives such Notice (“Receiving Party”) shall have thirty (30) calendar days to provide the Noticing Party written confirmation (“Response”) indicating whether the Receiving Party wishes to a) continue to use the existing Agreement, b) negotiate modifications or a replacement agreement, which in either case would constitute a Subsequent Agreement (“Subsequent Agreement”), or c) proposes, or agrees to a proposed. termination of the Agreement. Upon receipt of the Response, the Noticing Party shall have fifteen (15) days to provide a written reply (the “Reply”) to the Receiving Party indicating whether the</p>		

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			<p><i>Noticing Party will d) continue to use the existing Agreement, e) desires a Subsequent Agreement, or f) agrees to a proposed termination, If the Response and Reply do not reflect mutual consent to either terminate the Agreement or that it continue in its present form without modification, then the Response and Reply shall be treated as the Parties' mutual written request to commence negotiations for a Subsequent Agreement under Sections 251/252 of the Act in each of the state(s) in which the Subsequent Agreement will apply ("Mutual Negotiation Request"). The date of such Mutual Negotiation Request for the purpose of initiating the statutory one hundred thirty-five (135) day negotiation window shall be the date the Receiving Party receives the Reply, and the Parties shall thereafter promptly commence good faith negotiations for a Subsequent Agreement for such State(s).</i></p> <p>2.3.3 The Parties shall continue to provide services to one another pursuant to the rates, terms and conditions set forth in this Agreement until a Subsequent Agreement becomes effective between the Parties, or the Agreement is terminated pursuant to either mutual agreement of the Parties or Section 2.2. Neither Party shall refuse to provide services to the other Party during the negotiation of a Subsequent Agreement or the transition from this Agreement to a Subsequent Agreement.</p> <p>2.4 The terms of any Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively unless the Parties agree otherwise.</p> <p>2.5 If good-faith negotiations do not result in a negotiated Subsequent Agreement, and neither Party files for arbitration</p>		

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			<i>within the statutory clock established in the Act under Section 252(b) (or, a mutually agreed extension thereof), then the Agreement shall continue on its original year-to-year basis as provided in Section 2.1 subject to either Party sending a new, timely Notice to re-negotiate or terminate the Agreement as provided in Section 2.3.2.</i>		
GT&C Part A AT&T Issue 3	GT&C Part A, Section 3 through 3.2, Section 18.7	<p>AT&T Issue description: Is it appropriate for the agreement to reference tariffs and any other external documents which may be used to interconnect the Parties' networks?</p> <p>Sprint Issue description: When and where may it be appropriate to incorporate tariffs or other external materials by reference?</p>	<p>3. Referenced Documents: <u>Any reference throughout this Agreement to an industry guideline, AT&T-9STATE's technical guideline or referenced AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-9STATE's website.</u></p> <p>3.2 Tariff References: <u>References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-9STATE's services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-9STATE provides such services as a result of detariffing or deregulation.</u></p>	Yes. AT&T's proposed language is necessary because it provides clarification as to which documents and/or references are applicable and necessary for a carrier to do business with AT&T.	Only AT&T's proposed subsection "References" is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&T's heading or text of its proposed "Referenced Documents". It is inappropriate to include a general incorporation by reference provision that enables either party to alter

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			<p>Sprint Language:</p> <p><i>3. References: References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.</i></p>		<p>material terms of Agreement via unilateral change to referenced material outside of agreement.</p> <p>If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now.</p> <p>This/these</p>

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Sprint language bold italics

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					provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part A AT&T Issue 4	GT&C Part A; Section 5	AT&T Issue description: Should the agreement contain comprehensive insurance provisions, and if yes, should the terms be reciprocal? Sprint Issue description: What should be the “Insurance” provisions?	<p>5. Insurance</p> <p><u>5.1</u> At all times during the term of this Agreement, <u>CMRS Provider</u> CMRS Provider each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:</p> <p>5.1.1 With respect to <u>CMRS Provider’s</u> CMRS Provider each Party’s performance under this Agreement, and in addition to <u>CMRS Provider’s</u> CMRS Provider’s <i>it’s</i> obligation to indemnify, <u>CMRS Provider</u> CMRS Provider each Party shall at its sole cost and expense:</p> <p>5.1.2 maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:</p> <p>5.1.3 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;</p> <p>5.1.4 with respect to any coverage maintained in a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement;</p> <p>5.1.5 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this</p>	<p>Yes. AT&T Tennessee proposes incorporating comprehensive insurance provisions into the ICA.</p> <p>No. The insurance provisions should not be reciprocal. AT&T is self insured, and the nature of the services provided to Sprint are materially different than those Sprint provides to AT&T, including, but not limited to , collocation services, and</p>	<p>Sprint accepts the majority of AT&T insurance provisions as proposed in its wireless language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g. the need to recognize the availability of proof of insurance via website rather</p>

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Sprint language bold italics

**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter:</p> <p>5.1.6 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, <u>CMRS Provider</u> CMRS Provider a Party may procure insurance from the state fund of the state where work is to be performed; and</p> <p>5.1.7 <u>upon request</u>, deliver to <u>AT&T-9STATE certificates</u> AT&T-9STATE certificates or otherwise make available through web-access, to the requesting Party evidence of insurance stating the types of insurance and policy limits. <u>CMRS Provider</u> CMRS Provider A Party shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to <u>AT&T-9STATE</u> AT&T-9STATE the other Party. <u>CMRS Provider</u> CMRS Provider A Party shall <u>deliver such certificates</u> also provide such requested evidence or web access:</p> <p>5.1.7.1 prior to execution of this Agreement and prior to execution of this Agreement and prior to commencement of any work that requires insurance;</p> <p>5.1.7.2 <u>prior to execution of any insurance policy required in this Section; and</u></p> <p>5.1.7.2 prior to execution of any insurance policy required in this Section; and,</p> <p>5.1.7.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work</p>	therefore AT&T requires greater insurance protection	<p>than delivery of certificates of insurance.</p> <p>Sprint does not agree with AT&T's proposed, but otherwise unexplained different insurance provisions in wireless language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>associated with this Agreement, whichever is later.</p> <p>5.2 The Parties agree:</p> <p>5.2.1 the failure of <u>AT&T-9STATE</u> AT&T-9STATE <i>a Party</i> to demand <u>such certificate of insurance</u> such certificate of insurance evidence of or web access to such evidence of insurance, or failure of <u>AT&T-9STATE</u> AT&T-9STATE <i>a Party</i> to identify a deficiency will not be construed as a waiver of <u>CMRS Provider's</u> CMRS Provider's <i>the other Party's</i> obligation to maintain the insurance required under this Agreement;</p> <p>5.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect <u>CMRS Provider</u> CMRS Provider <i>a Party</i>, nor be deemed as a limitation on <u>CMRS Provider's</u> CMRS Provider's <i>a Party's</i> liability to <u>AT&T-9STATE</u> AT&T-9STATE <i>the other Party</i> in this Agreement;</p> <p>5.2.3 <u>CMRS Provider</u> CMRS Provider <i>A Party</i> may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and</p> <p>5.2.4 <u>CMRS Provider</u> CMRS Provider <i>The insuring Party</i> is responsible for any deductible or self-insured retention.</p> <p>5.3 The insurance coverage required by this Section includes</p> <p>5.3.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:</p> <p>5.3.1.1 \$500,000 for Bodily Injury – each accident; and</p> <p>5.3.1.2 \$500,000 for Bodily Injury by disease – policy limits; and</p> <p>5.3.1.3 \$500,000 for Bodily Injury by disease – each employee.</p> <p>5.3.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of <u>AT&T-9STATE</u> AT&T-9STATE <i>the other Party</i>, its Affiliates, and their directors, officers and employees.</p> <p>5.3.2 In the states where Workers' Compensation insurance is a</p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>monopolistic state-run system, <u>CMRS Provider</u> CMRS Provider a Party shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.</p> <p>5.3.3 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 12 04 [<i>Sprint policy is not written on December 2004 version of this form</i>] or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p>5.3.3.1 \$2,000,000 General Aggregate limit; and</p> <p>5.3.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</p> <p>5.3.3.3 \$1,000,000 each occurrence limit for Personal Injury.</p> <p>5.3.4 The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. <i>Upon request, E</i>Eeach Party shall provide a copy of <i>or web access to</i> the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be “blanket” or “automatic” addressing any person or entity as required by contract. <i>Upon request, a AA</i> copy of <i>or web access to</i> the Additional Insured endorsement must be provided within sixty (60) days of <u>execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal</u> <i>execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal</i> <i>such request, and</i> include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.</p> <p>5.4 This Section is a general statement of insurance requirements and</p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.		
GT&C Part A AT&T Issue 5	GT&C Part A, Section 6	<p>AT&T Issue description: Is it appropriate for the agreement to contain “Ordering Procedures” provisions that expressly state that AT&T-States’ tariffs govern the ordering procedures?</p> <p>Sprint Issue description: What should be the “Ordering Procedures” provisions?</p>	<p><u>6. Ordering Procedures</u> <u>6.1 The ordering and provision of all services purchased from AT&T-9State by Sprint PCS shall be set forth in the appropriate AT&T-9State tariff as such tariffs may be amended from time to time during the term of this Agreement.</u></p> <p>Sprint Language</p> <p><i>6.1 Unless contrary to the terms of this Agreement or Applicable Law, the ordering and provision of all services purchased from AT&T-9STATE by Sprint may be set forth in an applicable AT&T-9STATE ordering guide(s). If no such guide exists, the Parties will mutually determine the reasonable steps that are necessary to order and provision a requested service provided pursuant to this Agreement. In the event of a conflict between an AT&T-9STATE ordering guide or process, the terms of this Agreement and applicable law shall control.</i></p>	Yes. Attachment 6 of the previous combined interconnection agreement (with CLEC) does not apply to wireless carriers; all ordering and provision details for a wireless carrier are located in the state specific tariffs.	<p>Sprint should not be bound by any AT&T internal guides/procedures /tariffs or unilateral AT&T changes to such guides/procedures /tariffs that would be contrary to the essential terms of this Agreement or Applicable Law.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
AT&T GTC Issue 6	GT&T Part A Section 7.8	<p>AT&T Issue Description: What is the appropriate language for a dispute pertaining to a Bona Fide Request?</p>	7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T, Sprint will notify AT&T-9STATE in writing of its acceptance or rejection of AT&T’s proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&T’s position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, <u>the dispute</u>	Disputes relating to the BFR process should be handled utilizing the dispute resolution process contained in this contract. The dispute provisions provide	Sprint seeks clarifying language at the end of Section 7.8.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Sprint Issue: Is it appropriate for a dispute pertaining to a Bona Fide Request to be handled as an arbitration or fall under the dispute resolution provisions of this Agreement?	<u>must be resolved pursuant to the dispute resolution provisions of this Agreement</u> <i>the dispute may be resolved pursuant to the General Terms and Conditions of this Agreement, including the filing for Arbitration pursuant to the Act between the 135th and the 160th day after AT&T-9STATE receives Sprint's Bona Fide Request / New Business Request.</i>	for the Parties to have opportunities to resolve the issue before engaging the State Commission. Furthermore, such a dispute would not be subject to Section 252 arbitration. 252 arbitration may only be invoked by either party per Section 2.3 of this agreement..	
GT&C Part A AT&T Issue 7	GT&C Part A, AT&T Section 13.3 & 13.4 Sprint Section 15.3 & 15.4	Is it appropriate for the agreement to expressly state when charges apply for corporate name changes and corporate code changes? Additional AT&T Issue: How much advance notice should Sprint provide AT&T for such notice	<u>13.3 Corporate Name Change and/or change in "d/b/a" only</u> <u>13.3.1 Any change in Carrier's corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the Carrier name is changing, and which does not include a change to Carrier's OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.</u> <u>13.3.2 The Parties agree to amend this Agreement to appropriately reflect any CMRS Provider Name Change including a change in d/b/a.</u> <u>13.4 Company Code Change</u>	Yes. It is appropriate for AT&T to charge Sprint for the costs associated with any requested changes (in this case, a company name change or company code change) which require AT&T to do work to effectuate the change(s). Such costs should be	In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		changes?	<p><u>13.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of “assets” provisioned under this Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “Carrier Company Code Change” under this Section. For the purposes of this Section, “assets” means any Interconnection function, Facility, product or service provided under this Agreement. Carrier shall provide AT&T-9STATE with ninety (90) Days advance written notice of any assignment associated with a Carrier Company Code Change and obtain AT&T-9STATE’s consent. AT&T-9STATE shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-9STATE’s consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if Carrier has elected to collocate with AT&T-9STATE, owed under this Agreement and payment of any outstanding charges associated with the “assets” subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment to AT&T-9STATE, if requested under the terms of this Agreement.</u></p> <p><u>13.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&T-9STATE changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a CMRS Provider Company Code Change; such charges are contained in the applicable AT&T-9STATE tariffs. In addition, Carrier shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&T-9STATE.</u></p>	<p>borne by Sprint as a cost of doing business. The number of telecommunication providers that are or have been involved in a merger, consolidation, assignment or transfer of assets, or bankruptcy has been substantial and AT&T should not be expected to bear the cost of changing the requesting carrier's records, performing re-stenciling, re-engineering, etc. Additionally, AT&T needs 90 days to research and verify that the Carrier involved with the request does not owe AT&T any outstanding charges, including collocation charges owed under this agreement.</p>	<p>proposed AT&T language “from its current standard ... interconnection agreement [is] appropriate”? AT&T’s “standard” generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&T’s desires to require cookie-cutter terms and conditions</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				<p>Assignment to an affiliate with an existing agreement should not be permitted, because it would improperly permit the affiliate to escape the terms of its binding contract.</p>	<p>without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint does not accept any of subsection 15.3 or 15.4 and, therefore, does not agree to the Section title change.</p> <p>Sprint can accept AT&T 15.1 language if it is made mutual and the term “non-affiliated” has the “affiliated” capitalized in order to tie it back into the defined term “Affiliate”. Sprint can accept AT&T 15.2 language if it is</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					made mutual and the second sentence is stricken. There is no basis for an assignment restriction premised upon whether or not an Affiliate already has an ICA with AT&T-9STATE. Regarding 15.3 and 15.4, there is no legitimate basis for AT&T to attempt to charge Sprint for AT&T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt to impose purported internal, yet undisclosed, record-keeping

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth’s own merger with AT&T, mergers and corporate changes occur, and internal record keeping changes are costs of doing business, rather than “costs” that may be shifted by one party to the other party that may experience a corporate name or company code change, and multiplying such “costs” by imposing them on an individual “BAN” and/or circuit ID level.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>AT&T's further, wireline-specific provisions, 13.8 and 13.9 should be struck. If ATT is seeks to change any of the original language, then the revised language should be equally applicable to all parties - that is why 13.1 should be made mutual. If ATT seeks to assign to a non-affiliate third-party (under any scenario) and obtain a release of its obligations under this Agreement, then such assignment should be subject to negotiation of Sprint consent pursuant to 13.1, resulting in</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					no continuing reason for separate 13.8 or 13.9. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part A AT&T Issue 8	GT&C Part A, Section 18, Modification of Agreement Sprint Section 17	Is the phrase “to implement rights or obligations under this agreement” necessary in this Modification of Agreements Section?	<p>18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or Facilities under any applicable and effective AT&T-9STATE tariff or subsequent service offering that results from detariffing/deregulation (collectively “tariffs/service offerings”) <u>to implement rights or obligations under this Agreement</u> to implement rights or obligations under this Agreement. Each party hereby incorporates by reference those provisions of its tariffs/service offerings that govern the provision of any of the services or Facilities provided hereunder. References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/service offering, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/service offering cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:</p> <p>18.7.1 Unless otherwise provided herein, if the service or Facility is</p>	AT&T accepts Sprint’s proposed language in Section 18.7 with the exception of the phrase “to implement rights or obligations under this Agreement” which is unnecessary and adds confusion. It is unclear as to what Sprint is trying to convey with this statement.	Sprint does not generally oppose Section 17.5 and has accepted it as re-written. As previously indicated with regard to Section 3.4 (which Sprint also does not generally oppose) the 2 nd paragraph of Section 3.4 was duplicative of Section 17.5, except for the last sentence of Section 3.4. Sprint has proposed to strike the duplicative 3.4 and, as indicated, move the non-

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>ordered from the tariff/<i>service offering</i>, the terms and conditions of the tariff/service offering shall prevail.</p> <p>18.7.2 If the service is ordered <i>to implement rights or obligations under this Agreement</i> to implement rights or obligations under this Agreement [Sprint ok with strike here of "(other than resale)"], and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.</p> <p>18.7.3 If the service is ordered to <i>to implement rights or obligations under this Agreement</i> to implement rights or obligations under this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.</p>		<p>duplicative sentence of 3.4 into Section 17.5 as its last sentence. Further edits made to 17.7 are to address concepts raised in AT&T new section 3.2.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part A AT&T Issue 9	GT&C Part A, Section 29	Is AT&T's Accessible Letter notification process detailed in Section 29.4 and 29.5 the appropriate means to communicate official information and should the additional language Sprint proposes Section 29.7 be stricken from the wireless interconnection agreement?	<p>29. Notices</p> <p><u>29.4 AT&T-9STATE communicates official information to CMRS Provider's via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&T Prime Access website a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and operational issues, are conveyed through Accessible Letter notification.</u></p> <p><u>29.5 In the AT&T-9STATE's, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given as of the date set forth on the e-mail message.</u></p>	<p>AT&T accepts Sprint's language in Sections 29.1, 29.2 and 29.3.</p> <p>Yes, the language in AT&T's Sections 29.4 and 29.5 is appropriate. AT&T has a current Accessible Letter process in place and cannot change to simply accommodate a single wireless</p>	<p>Sprint's edits are directed at ensuring written notice is received in a confirmable manner; making clear that AT&T cannot use its Accessible Letter process as a substitute for the Agreement notice process; ensuring a</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>29.6 CMRS Provider may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.</u></p> <p><u>29.7 AT&T-9STATE shall not discontinue any interconnection arrangement without providing Sprint forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. AT&T-9STATE agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&T-9STATE will provide substitute services and elements.</u></p> <p><i>Sprint Language</i></p> <p><i>29.4 AT&T Accessible Letter Notification Process</i></p> <p><i>29.4.1 AT&T communicates pertinent information intended for an industry-wide audience via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&T Prime Access (wireless) or CLEC Online (wireline) website, as applicable, of a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and operational issues, are conveyed through Accessible Letter notification.</i></p> <p><i>29.4.2 In the AT&T's, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given</i></p>	<p>company. The language in Sprint's Section 29.5 specifically stated it was for "Sprint CLEC" in the original document and is not applicable for the wireless agreement.</p>	<p>minimum notice period for discontinued services.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>as of the date set forth on the e-mail message.</i></p> <p>29.4.3 Sprint may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.</p> <p>29.4.4 The Parties acknowledge that AT&T's accessible letter notification process is not intended and cannot be used by AT&T for the purpose of making any unilateral change regarding a subject matter governed by, or the implementation of, this Agreement.</p> <p>29.5 AT&T shall not discontinue any service without providing Sprint the prior written notice of discontinuation of any service as may be required by Applicable Law and, if there is no such requirement or it is less than forty-five (45) days, then AT&T shall provide Sprint at least forty-five (45) days' prior written notice of such discontinuation of such service. AT&T agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&T will provide substitute services and elements.</p> <p>29.7 AT&T-9STATE shall not discontinue any interconnection arrangement without providing Sprint <i>the prior written notice of discontinuation of any service as may be required by Applicable Law and, if there is no such requirement or it is less than forty-five (45) days, then AT&T-9STATE shall provide Sprint at least</i> forty-five (45) days' prior written notice of such discontinuation of such service. AT&T-9STATE agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers</p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			which may result from such discontinuance of service. If available, AT&T-9STATE will provide substitute services and elements.		
GT&C Part A AT&T Issue 10	GT&C Part A, Section 33	Is it appropriate to include the language in Section 33.3 in the Agreement?	<p><u>33.3 Intentionally Left Blank</u></p> <p><u>Sprint Language</u></p> <p><i>33.3 Existing AT&T-9STATE operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this agreement. In the case of any conflict between AT&T-9STATE procedures and the terms, conditions and intent of this Agreement, the parties will negotiate any modifications to such procedures which may be required to support the terms, conditions and intent of this Agreement. In the event that there are existing operations manuals, AT&T-9STATE informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T-9STATE agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. AT&T-9STATE will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.</i></p>	AT&T accepts Sprint's proposed language for Sections 33.1, 33.2 and 33.4, but does not accept Sprint's additional language in Section 33.3; such language is unnecessary. Sprint's proposed language is overly broad and could be taken to impose additional requirements and obligations on AT&T beyond those already met and may seek to impose obligations on AT&T that are not contemplated by AT&T or Federal Law.	AT&T's wireless language proposes a single sentence regarding "Implementation", whereas AT&T wireline language propose complete retention of original section 33. Sprint's language proposes an intermediate approach that retains and slightly modifies portions of original Section 33 that have general continuing applicability (33.1, 33.2, 33.3) while eliminating the

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>long list of specific matters in light of the already-existing requirement in 33.1 to negotiate and implement anything that is “necessary to support the terms, conditions and intent of the Agreement.” Further, AT&T’s new, wireline language proposed 33.5 regarding the “Effective Date” of the Agreement is a subject matter related to the Term, Section 2.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part A AT&T Issue 11	GT&C Part A Section 36	Is it appropriate to delete all but the first sentence of Section 36? Sprint Issue Description: What "Indivisibility" provisions are appropriate?	<p><u>36. Indivisibility</u></p> <p><u>The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are independent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.</u></p>	AT&T had originally proposed the complete language shown; however, AT&T will agree to delete all but the first sentence of this section.	<p>Sprint agrees with majority of proposed Section 34, but requested explanation as to AT&T intent of the last portion of last sentence. Specifically is the following language intended to be stating a right of offset:</p> <p><i>and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.</i></p> <p>This/these provision(s)</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 1	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“911 Service” means a universal telephone number which gives the public direct access to the <u>Public Safety Answering Point (PSAP)</u>system. Basic 911 Service collects 911 calls from one or more <u>local exchange</u> switches that serve a geographic area. The calls are then sent to the correct <u>authority</u>PSAP designated to receive such calls.</p>	AT&T’s 911 Service definition captures the essence of the service and defines the use of the acronym PSAP.	
GT&C Part B AT&T Issue 2	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Access Tandem” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and <u>IXC POPs</u><i>the switching systems operated by carriers other than the LEC that operates the LEC End Office network.</i></p>	AT&T’s definition is essentially word for word from Newton’s Telecom Dictionary.	Sprint agrees to include a definition, but AT&T’s definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and “IXC Pops”, therefore, replaced same with Sprint language at end of definition.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 3	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Accessible Letter(s)” means AT&T correspondence used to communicate pertinent information regarding AT&T to <u>the CLEC community</u><i>other carriers that is intended to be of broad interest or application, as opposed to being information applicable to a single carrier.</i></p>	There is no reason for the additional language that Sprint proposes given that it only describes what AT&T states in three (3) words.	<p>Sprint’s edits make clear that AT&T’s process pertains to the dissemination of general information, as opposed to carrier-specific information.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 4	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, orders, permits, <u>tariffs</u> and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of</p>	<p>AT&T agrees to strike the word “guideline”.</p> <p>AT&T’s tariffs that</p>	<p>The term “guideline” is vague, ambiguous and potentially</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			this Agreement.	have been approved by the Tennessee Commission meet the definition for Applicable Law as they apply to both the Parties, and in some cases to this Agreement.	subject to confusion given it is also used in this Agreement to describe unilateral materials created by AT&T. Further, while a “tariff” may be subject to Governmental Authority approval, it is not created by a Governmental Authority, and its applicability/enforcement is more analogous to a contract offering than a “law”. Sprint’s language deletes both. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part B AT&T Issue 5	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Audited Party" means the Party being audited by the Auditing Party.</u>	The Parties have agreed to language on the ability to have an audit and this definition only describes the role of one of the Parties.	<u>Sprint does not consider term "Audited Party" to be necessary. Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part B AT&T Issue 6	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Auditing Party” means the Party conducting an audit of the Audited Party’s books, records, data and other documents.</u>	The Parties have agreed to language on the ability to have an audit and this definition only describes the role of one of the Parties.	Sprint does not consider term “Auditing Party” to be necessary. <u>Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T	GTC Part B, and as used throughout	What individual “Definitions” are appropriate?	“Authorized Services” means those <u>Cellular</u> services which <u>Sprinta Party</u> may lawfully provide pursuant to Applicable Law, <u>including the</u>	Sprint’s definition would inappropriately	This is a key term used throughout the

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 7	Agreement		<u>Act, and that are considered to be CMRS.</u> This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ <i>respective networks as provided herein.</i>	broaden the type of services and traffic to be covered by the Parties’ Interconnection Agreement to services provided by Sprint’s affiliates.	Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law; and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 8	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Bill Due Date ” means thirty (30) calendar days from the <u>bill invoice</u> date <i>if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of</i>	Sprint’s language places an unreasonable penalty on the	<u>Resolution of the GTC Part A Audit and</u>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.</i>	Billing Party if the invoice is not received by the Billed Party within 5 days of the invoice date. First, the Billed Party has some control over when they receive their bills based on what bill media they select. Second, this language would allow the Billed Party to pay the bill 60 days from invoice date if received 6 or more days after the invoice date. This is not a reasonable extension.	<u>Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 9	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Calling Party Number (CPN)" means <u>a Signaling System 7 "SS7" parameter whereby</u> the ten (10) digit number of the calling Party <u>is forwarded from the End Office.</u>	As used in the language of the Agreement this definition is specific to an SS7 enabled capability which is missing from Sprint's definition.	
GT&C Part B AT&T Issue 10	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Sprint PCS' switch to an AT&T E911 Selective Router.</u>	A CAMA Trunk is one of three options that a CMRS provider has	<u>Sprint does not agree with the Mass</u>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				in connecting to AT&T for the transmission of 911 calls according to AT&T's tariff so it does have relevance outside Mass Calling provisions.	<p><u>Calling provisions as proposed by AT&T, and does believe this term has any relevance outside of that subject matter.</u></p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 11	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<p>"Central Office Switch" means/refers to the switching entity within a Central Office building in the PSTN. The term "Central Office" refers to the building, whereas the term "Central Office Switch" refers to the switching equipment within the building, but both terms are sometimes used interchangeably. The term "Central Office" is sometimes used to refer to either an End Office, <u>or</u> a Tandem Office or a Mobile Switch Center. Central Offices are also referred to by other synonymous terms, some of which are:</p>	Sprint is attempting to incorporate changes to these definitions which would change the compensation structure for traffic.	Sprint's edits are for clarity, to make clear that there are additional types of switches that constitute a Central Office Switch as that concept may be used in the

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>“End Office Switch” means/refers to <u>thea switching machine or entity</u> that directly terminates traffic to and receives traffic from purchasers of <u>localTelephone</u> Exchange Services, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of <u>TrunksMSC or an IXC switching system. An End Office Switch also connects its End users to Tandem Switches. The term “End Office” refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office.</u></p> <p>“Tandem Office Switch” or “Tandem Switch” means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, <u>and</u> End Office Switches, <u>MSCs or IXC switching systems</u> may exchange calls between each other when a direct Trunk Group is unavailable. The term “Tandem Office” and “Tandem” are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.</p>		<p>Agreement.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 12	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Commission” means the applicable State agency with <u>regulatory</u> authority over <u>Telecommunications</u>the establishment and enforcement of this Agreement pursuant to the Applicable Law. Unless the context otherwise requires, use of the term “Commissions” means all of the <u>twenty-two</u>nine agencies listed in this definition. The following is a list of the appropriate State agencies:</p> <p>the Alabama Public Service Commission (APSC);</p> <p><u>the Arkansas Public Service Commission (AR-PSC);</u></p> <p><u>the California Public Utilities Commission (CA-PUC);</u></p>	AT&T’s definition is more precise and inclusive.	Sprint’s definition states the appropriate scope. AT&T’s definition is too restrictive. Alternatively, Sprint can agree to the definition as contained in AT&T’s wireline edits:

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>the Connecticut Department of Public Utility Control (DPUC);</u> the Florida Public Service Commission (FPSC); the Georgia Public Service Commission (GPSC); <u>the Illinois Commerce Commission (IL-CC);</u> <u>the Indiana Utility Regulatory Commission (IN-URC);</u> <u>the Kansas Corporation Commission (KS-CC);</u> the Kentucky Public Service Commission (KPSC); the Louisiana Public Service Commission (LPSC); <u>the Michigan Public Service Commission (MI-PSC);</u> the Mississippi Public Service Commission (MPSC); <u>the Missouri Public Service Commission (MO-PSC);</u> <u>the Public Utilities Commission of Nevada (NV-PUC);</u> the North Carolina Utilities Commission (NCUC); <u>the Public Utilities Commission of Ohio (PUC-OH);</u> <u>the Oklahoma Corporation Commission (OK-CC);</u> the Public Service Commission of South Carolina (PSCSC); the Tennessee Regulatory Authority (TRA); <u>the Public Utility Commission of Texas (PUC-TX); and</u> <u>Public Service Commission of Wisconsin (PSC-WI).</u></p>		<p>“Commission” is defined as the appropriate telecommunications regulatory agency in each of AT&T-9STATE’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 13	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Common Language Location Identifier (CLLI)” means the codes that provide a unique 11-character representation of a <i>point within a network interconnection point</i>. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network</p>	Sprint’s definition is too vague, while AT&T’s specifically identifies the interconnection	This/these provision(s) should be substantively the same whether a

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			component.	point as one where interconnection can take place.	single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 14	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Consequential Damages” means <u>Losses claimed to have resulted from any</u> indirect, incidental, consequential, reliance, or special, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from <i>suffered by a Party (including without limitation damages for</i> harm to business, <i>loss of anticipated</i> revenues, <i>lost</i> savings, or <i>lost</i> profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party’s actual damages, by such 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 pParties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.</p>	AT&T’s definition is more precise and inclusive than Sprint’s and correctly identifies these damages as being “Claimed” rather than “Actual”.	<p><u>Subject to resolution of GTC Part A Liability and Indemnification provisions.</u></p> <p>Sprint definition is from language of original ICA GTC-Part A Section 9.4</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 15	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Discontinuance Notice” means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party’s notice of undisputed</p>	AT&T will send the defined notice for all charges that are unpaid, not just those that are undisputed.	<p><u>Subject to resolution of Attachment 7 Billing to what extent, the following</u></p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			Unpaid Charges.		<p><u>term(s) may be used or must be further modified.</u></p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 16	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<p><u>"Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.</u></p>	There can't be a discussion regarding billing disputes without a definition for what is being discussed.	<p><u>Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.</u></p> <p>This/these provision(s) should be substantively the</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 17	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Disputing Party”, as used in Sections 10.0 below and 12.0 below means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.</u>	There can’t be a discussion regarding billing disputes without a definition for what is being discussed.	<u>Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 18	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“End User(s)” means a Third Party subscriber of <u>Telecommunications Authorized</u> Services provided <i>in whole or in part</i> by any of the Parties <u>at retail</u> . As used herein, the term “End User(s)” does not include any of the Parties to this Agreement with respect to any	Sprint has improperly tried to expand the definition of End User(s) by using	Sprint agrees to include as defined term, subject to proposed edits

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			item or service obtained under this Agreement.	the term “Authorized Services”, which Sprint is unwilling to limit to the cellular tele-communications services that are covered by this agreement.	as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 19	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Equal Access Trunk Group” means a trunk used solely to deliver Sprint PCS’s customers’ traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.</u>	The reality is that this is the name of the trunk group that carries Sprint’s traffic through an AT&T access tandem to/from an IXC. The fact that Sprint wireless is not required to provide equal access to its end users is irrelevant.	Sprint wireless is not required to provide Equal Access and, therefore, following term is not necessary with respect to Sprint wireless.
GT&C Part B AT&T Issue 20	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Facility” or “Facilities” means the elements, including but not limited to wire, line, or cable, dedicated to the transport of associated hardware and software that is used by a Party to provide Authorized Services traffic between the Parties’ respective networks.</u>	AT&T’s definition clearly limits this to the physical entity (wire, line or cable) that make up a facility and not the electronics at each end which compose a facility termination or software that may	This is an appropriate, encompassing definition This/these provision(s) should be substantively the same whether a single ICA or

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				be used to provide a service, neither or which comprise a facility.	two separate ICAs are used.
GT&C Part B AT&T Issue 21	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Information Services" has the meaning as defined at 47 U.S.C. § 153(20) and 47 C.F.R. § 51.5.</i>	AT&T's language does not use the term "information services" and AT&T has objected to Sprint's proposed language, as such the definition is unnecessary.	Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 22	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Interconnected VoIP Service" has the meaning as defined at 47 C.F.R. § 9.3.</i>	This term is not used within the language in the Agreement so there is no reason to include it.	Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 23	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Interconnection or Interconnected" has the meaning as defined <u>required in the Act</u> at 47 C.F.R. §§ 20.3 and 51.5.</i>	Sprint's edits of this definition would result in too broad of a definition. AT&T should only have to provide interconnection, not only as defined in	Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				the Act, but also as required by the Act.	provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 24	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Interconnection Facilities” means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point of presence in an MTA or LATA, as applicable, and <i>either a)</i> a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected <i>or, b)</i> <i>in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T.</i></p>	Terms and conditions for Transit traffic should not be part of the 251/252 Interconnection agreement, but a separate agreement so part (b) is not necessary in this section. In addition, Sprint originated Transit Service Traffic is handed off at the POI defined in part (a), so again there is no reason for part (b). Part (b) has Sprint having facilities all the way to the POI of the third party on the AT&T network and this is not the case. Sprint is claiming to have facilities	<p>Sprint proposed definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				beyond their POI.	
GT&C Part B AT&T Issue 25	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“InterMTA Traffic” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in another MTA (as determined by the geographic location of the <u>cell site to which the mobile End User is connected</u><i>POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User</i>).</p>	Paragraph 1044 of First Report and Order states “the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.”	<p>Sprint edits are consistent with First Report and Order – and need to include a parallel intraMTA definition. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to the call.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 26	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“ISP-Bound Traffic” means <i>Information Services</i> traffic, <u>as defined</u> in accordance with the FCC’s <i>Order on Remand and Report and Order</i>, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27,</p>	AT&T’s language appropriately illustrates the requirement that ISP-Bound Traffic as used in the	Sprint does not consider the following ISP definition to be accurate. As used in this

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			2001) ("ISP Remand Order"), as modified by the <u>FCC's</u> subsequent <u>FCC Orders entered in Petition of Core Communications, Inc. for Forebearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (rel. October 18, 2004).</u>	<p>Agreement is defined in the mentioned documents.</p> <p>Sprint's proposed reference to the FCC's Order in the Core Forebearance proceeding should be rejected, because nothing in that Order altered or sheds light on the definition of the term "ISP-Bound traffic." The FCC's Order in the Core case did affect the rules that apply to ISP-bound traffic, but not the definition of the term. Accordingly, the Core Order has no bearing on the definition at issue here.</p>	<p>Order, the "I" stands for "Information" not "Internet" – the FCC concluding that information and enhanced services are similar to thereby call them both "ISP" for the purpose of the Order in the last sentence of cited paragraph 341; and, Sprint has included the accurate definition for Information Services above. With the use of the appropriate Information Services definition above, and the ISP-Bound Traffic definition below, an ISP definition is unnecessary.</p> <p>Sprint agrees to</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 27	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“IntraMTA Traffic” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in the same MTA (as determined by the geographic location of the <u>cell site to which the mobile End User is connected</u> <i>POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User</i>).</p>	Paragraph 1044 of First Report and Order states “the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.”	<p>Sprint edits are consistent with First Report and Order – and need to include a parallel interMTA definition. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to the call.</p> <p>This/these</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 28	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Jurisdictional Identification Parameter (JIP)” means an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.</u>	JIP is acceptable interim option until such time as the Parties have the ability to more accurately measure the traffic usage.	Sprint does not agree with AT&T proposed use of JIP, and the term is otherwise unnecessary. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 29	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Local Number Portability (LNP)” means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s) Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 C.F.R. 52.21 – 52.33.</u>	This language was originally crafted at a time when LNP was first being deployed. LNP is fully deployed as an LRN-based technology and INP is no longer provided/available. Since INP is not	Sprint language is original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				available, it should not continue to be part of the definition.	two separate ICAs are used.
GT&C Part B AT&T Issue 30	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Local Service Request (LSR)" means <u>the an industry standard</u> form used to input orders to the Local Service Center (LSC) by Sprint, including, but not limited to orders by the Parties to add, establish, change or disconnect services.	AT&T will not be submitting LSRs to Sprint, thus AT&T's more specific language is more appropriate.	Sprint language is the first sentence of the original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 31	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Loss" or "Losses" means <u>any and all losses, costs (including court costs), Claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).</u>	AT&T's definition specifically addresses all potential situations that might arise.	<u>Subject to resolution of GTC Part A Liability and Indemnification provisions.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					ICAs are used.
GT&C Part B AT&T Issue 32	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p><u>“Mobile Switch Center (MSC)” means/refers as used by Sprint in performing, inter alia, originating and terminating functions for calls to or from Sprint’s End Usersto an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs. The term “Mobile Switch Center” and “MSC” are used to refer to the building in which the wireless switch resides, but are also used interchangeably to refer to the switch within the building.</u></p>	AT&T’s succinct definition eliminates the need for the additional language that Sprint proposes to include.	<p>Sprint prefers broader definition of MSC, as well as including such definition in the general Central Office/switch definitions as previously indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 33	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p><u>“Non-Paying Party” means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.</u></p>	In order to discuss billing and billing disputes this term needs to be included in the definitions.	<p><u>Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further</u></p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<u>modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 34	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"North American Numbering Plan (NANP)" means the <i>basic</i> numbering <u>architecture</u> <i>scheme for telecommunications networks located in various countries, including the United States</i> in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.	Sprint's additional language is unnecessary.	Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R § 52.5(c) This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 35	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Numbering Plan Area (NPA)" also called area code means the <i>first</i> three (3)-digits <u>code that occupies the A, B, and C positions in the ten (10)-digit NANP format that applies throughout the NANP Area.</u>	AT&T's definition describes in the detail the nuances within this plan in	Sprint agrees to include following as defined term, subject to

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>NPAs are of the form (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the numbers the digits two (2) through nine (9) and X represents any digit zero one of the numbers (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAS in the N00 format, (e.g., 800).</u>	terms of numbering and geographical impacts while Sprint's does not.	proposed edits as indicated See 47 C.F.R. § 52.7(a). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 36	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Number Portability" has the meaning as defined in 47 C.F.R. § 52.21(<u>n</u>).	AT&T's cite is the correct cite for Number Portability as referenced in the Agreement. Sprint's incorrect reference is for location portability.	Sprint agrees to include following as defined term, subject to proposed edits as indicated
GT&C Part B AT&T Issue 37	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"NXX" or "Central Office Code" means the second three (3)-digits switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits (NXX) of a ten (10)-digit telephone number within the NANP in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9. Each NXX Code contains 10,000 station numbers.</u>	AT&T's language more accurately defines the term.	Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R. 52.7(c). This/these provision(s)

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 38	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Ordering and Billing Forum (OBF)" means a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards</u> <i>the Ordering and Billing Forum</i> which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).	AT&T's definition is more complete than Sprint's in that it describes the OBF's composition and responsibility.	Sprint language is original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 39	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from AT&T's originating network to Sprint's network that, at the beginning of the call: (a) originates on AT&T's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T shall charge and Sprint shall pay AT&T the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.</u>	AT&T's language is consistent with the First Report and Order (Paragraphs 1036, 1044 and 1044 Note 2485) along with FCC orders stating "An interstate communication does not end at an intermediate switch.....The interstate	AT&T is attempting to impose switched access upon Sprint for AT&T originated wireless traffic, for which Sprint as a terminating carrier is entitled to be paid.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				Communication itself extends from the inception of a call to its completion, regardless of any intermediate facilities." The Agreement should include AT&T's language which properly allows AT&T to bill Access for Originating Landline to CMRS Switched Access Traffic.	
GT&C Part B AT&T Issue 40	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Paging Traffic" means traffic to Sprint's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Sprint <u>or traffic to AT&T's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T.</u>	AT&T's definition describes the term whether it exists on AT&T's or Sprint's network.	<u>Sprint agrees to include following as defined term, subject to proposed edits as indicated. However, why is the second sentence below included in the first</u>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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					<u>place – what is AT&T talking about re “frequency licensed to AT&T-9 STATE?”</u>
GT&C Part B AT&T Issue 41	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Past Due” means when a Billed Party fails to remit payment for any undisputed charges by the Bill Due Date, or if payment for any portion of the undisputed charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the undisputed charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).</u>	The Agreement should state that a charge is past due whether disputed or undisputed if it meets any of the 3 conditions described in AT&T’s definition. Absent AT&T’s language, the parties will not know what constitutes a past due bill.	<u>Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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GT&C Part B AT&T Issue 42	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Permanent Number Portability (PNP)” means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the <u>CommissionApplicable Law.</u></p>	The definition does not make sense when substituting Applicable Law for Commission, as Sprint proposes, because Applicable Law is the codicils created by the FCC and the Commission.	<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 43	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Interconnection Point” or “Point of Interconnection (POI)” means the <i>Technically Feasible</i> physical <u>locationpoint(s) requested by Sprint</u> at which <i>an Interconnection Facility joins</i> the Parties’ networks <u>meet</u> for the purpose of establishing Interconnection <i>between the Parties, or a Party and a Third-Party.</i> <u>POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.</u></p>	AT&T’s language is more succinct in its definition and provides additional information concerning the POI’s composition and function.	<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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GT&C Part B AT&T Issue 44	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Public Switched Network or Public Switched Telephone Network (PSTN)” means or refers to the Public Switched Telephone Network as defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes) refers to a common carrier network that provides circuit switching between public users</u> <i>any common carrier switched network, whether by wire or radio, including LECs, IXC, and wireless carriers that use the NANP in connection with the provision of switched services. The PSTN carriers are voice, data and signaling traffic.</i>	AT&T’s definition not only spells out what the acronym stands for, but identifies the industry standard in which it is more fully described and identifies the types of carriers that use it.	Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R. 20.5. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 45	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Rate Center” means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.</u>	AT&T’s language accurately defines the term Rate Center, which is used in the Agreement. The absence of this definition may lead to disputes.	Rate Centers, do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, therefore, Sprint sees no reason to include such definitions.
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	<u>“Remittance Information” means the information that must specify</u>	This definition is necessary to	<u>Subject to resolution</u>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Issue 46	throughout Agreement	appropriate?	<u>the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.</u>	identify the information required by AT&T to adequately credit a payment.	<u>of Attachment 7 Billing to what extent, the following term may be used or must be further modified.</u> This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 47	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Section 251(b)(5) Calls” means Completed Calls that originate on either Party’s network, that terminate on the other Party’s network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. “Section 251(b)(5) Calls” does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party’s network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:</u> <u>For AT&T, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling</u>	AT&T is properly defining what a local call is in this section and defines additional traffic types in the appropriate sections of the Agreement.	This concept of “handed off directly” is wrong because a) the FCC no longer uses term “Local” with respect to Section 251(b)(5) traffic exchanged between wireless carriers

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>or called party at the beginning of the call.</u></p> <p><u>For Sprint, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.</u></p>		<p>and an ILEC; b) traffic should be defined/categorized for compensation treatment as terminating intraMTA (for which reciprocal compensation is due), terminating interMTA (for which reasonable compensation is due), terminating ISP-Bound (for which .0007 may be due), Information Service and terminating Interconnected VoIP (for which no compensation methodology has been established by FCC and, therefore, is bill and keep); c)</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					while the old language “handed off directly to Sprint PCS in the same LATA” was inconsequential when the Parties exchanged traffic on a bill and keep basis, if AT&T now insists on the Parties charging each other, such language is contrary to federal law and represents AT&T attempt to avoid its responsibility to pay for all terminating traffic that originates on AT&T network but, on a retail basis, is dialed as 1+; and, d) retail dialing patterns do not govern carrier-

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					to-carrier compensation. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 48	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.</u>	This definition is necessary to delineate the wire center serving the other Party from other Wire Centers.	Appropriate Facilities and Interconnection Facilities definitions render following term, "Serving Wire Center," unnecessary This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C	GTC Part B	What individual	<i>"Sprint Third Party Provider" has the meaning as defined in the</i>	AT&T is unclear as	Sprint proposed

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Part B AT&T Issue 49	and as used throughout Agreement	“Definitions” are appropriate?	<i>General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.</i>	to what is meant by Sprint Wholesale Services. The terms of the agreement apply to the Parties of the Agreement.	definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 50	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	“Switched Access Service” means an offering <i>to an IXC</i> of access <i>by AT&T-9 STATE</i> to AT&T <i>AT&T-9 STATE</i> 's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.	Switched Access Service is not limited to an IXC as Sprint's language would state.	Sprint can accept with edits. However, where is definition used? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 51	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Tax” or “Taxes” means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought</u>	No agreement can be considered complete without a definition regarding taxes.	Subject to review. This/these provision(s) should be substantively the same whether a

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.</u>		single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 52	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on CMRS Provider's network; (b) is sent from the mobile unit of CMRS Provider's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T's network in another MTA. This traffic must be terminated to AT&T as FGD terminating switched access per AT&T's Federal and/or State Access Service tariff.</u>	FCC First Report and Order (Paragraphs 1036, 1043, 1044 and 1044 Note 2485) along with FCC orders stating "An interstate communication does not end at an intermediate switch.....The interstate Communication itself extends from the inception of a call to its completion, regardless of any intermediate facilities." The Agreement should include AT&T's language which properly allows AT&T to bill Access for Terminating InterMTA for CMRS to LEC traffic.	Pursuant to 47 C.F.R. § 20.11, the principles of terminating mutual compensation for reasonable compensation is applied as between CMRS Providers and LECs, and, federal law does not authorize any restriction regarding what category of traffic (interMTA / intraMTA/ Information Service / Interconnected VoIP) can be exchanged between a CMRS Provider and LEC over Interconnection Facilities. Therefore, there

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>is no basis to include either this term, "Terminating InterMTA Traffic," which a) seeks to avoid AT&T obligation to pay for interMTA traffic that originates on its network and is terminated by Sprint, and b) seeks to impose artificial restriction on nature of traffic that can be exchanged over the Interconnection Facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part B AT&T Issue 53	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Termination" has the meaning as defined at 47 C.F.R. § 51.701(d).</i>	Termination cannot be defined in such a simple fashion. Sprint's cite only covers termination in regards to traffic, but has nothing to do with the termination of the Agreement, services, billing, etc.	Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 54	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Third Party Traffic" means traffic carried by <u>AT&Ta Party</u> acting as an <u>intermediary</u> Transit Service provide that is originated and terminated by and between <u>Sprint and a Third Party Telecommunications Carrier</u> a Third Party and the other Party to this Agreement.</i>	Sprint should never carry Third Party Traffic for AT&T, and Sprint's language incorrectly indicates that it would.	Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 55	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transit Service" means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.</i>	As set forth in Attachment 3, AT&T Issue 13 , terms and conditions for	Sprint proposed definition This/these provision(s)

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				transit services should be set forth in a separate commercial agreement. Accordingly, there is no need for a definition of Transit Services in the ICA. Moreover, the correct definition is the one above "Third Party Traffic".	should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 56	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transit Service Traffic" is Authorized Services traffic that originates on one Telecommunications Carrier's network, "transits" the network Facilities of one or more other Telecommunications Carrier's network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier's network.</i>	As set forth in Attachment 3, AT&T Issue 13 , terms and conditions for transit services should be set forth in a separate commercial agreement. Accordingly, there is no need for a definition of Transit Services Traffic in the ICA. Moreover, the correct definition is the one above "Third Party Traffic".	Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C	GTC Part B,	What individual	<i>"Transport" has the meaning as defined at 47 C.F.R. § 51.701(c).</i>	Transport cannot	Sprint proposed

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Part B AT&T Issue 57	and as used throughout Agreement	"Definitions" are appropriate?		be defined in such a simple fashion. Sprint's cite only covers transport in regards to facilities from the POI to the terminating end office, but has nothing to do with the transport within the Parties' networks, transport of hazardous materials, transport of traffic, etc.	definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 58	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Sprint's network with AT&T's network for the purpose of exchanging Authorized Services <u>Section 251 (b)(5) Calls for purposes of Interconnection</u> <i>traffic</i> .	AT&T's language accurately describes the type of traffic that the trunks are carrying.	Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T	GTC Part B, and as used throughout	What individual "Definitions" are appropriate?	"Unpaid Charges" means any <i>undisputed</i> charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the	AT&T's definition correctly provides that charges are	Subject to resolution of Attachment 7

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 59	Agreement		Billing Party by the Bill Due Date.	unpaid whether disputed or not if the full amount due has not been tendered.	Billing to what extent, the following term(s) may be used or must be further modified This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 60	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Wire Center" means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier's network, where transmission facilities are connected and traffic is switched. AT&T's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.</u>	Given the fact that this term is used in a number of instances in both Attachment 3 and Attachment 4 of the Agreement a definition is necessary to avoid disputes.	Appropriate Facilities and Interconnection Facilities definitions render term unnecessary.
Att. 3 AT&T Issue 1	Att. 3 Section 1, Definitions	AT&T Issue description: What is the appropriate definition of Dedicated Transport?	<u>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</u>	Yes, AT&T's definition is accurate and specific. Sprint's language is ambiguous and could arguably create dedicated	Sprint's definition is accurate and specific. This/these provision(s) should be

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>switches owned by incumbent LECs or requesting telecommunications carriers.</u></p> <p>Sprint Language</p> <p>“Dedicated Transport” means transmission Facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, to the extent such Facilities are dedicated to a particular customer or carrier, for the exchange of traffic between designated points.</p>	transport obligations other than what the FCC has required.	substantively the same whether a single ICA or two separate ICAs are used.
Att. 3 AT&T Issue 2	Att. 3 Section 1, Definitions	Which is the appropriate definition of Fiber Meet?	<p><u>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).</u></p> <p>Sprint Language</p> <p>To complete Fiber Meet definition, also need “Meet Point” and “Meet Point Interconnection Arrangement” from 51.5:</p> <p>“Meet Point” means a POI between two networks, designated by two Telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.</p>	AT&T's definition is clear and concise and is all that is needed for Fiber Meet.	<p>To complete Fiber Meet definition, also need “Meet Point” and “Meet Point Interconnection Arrangement” from 51.5. Sprint's definitions are accurate and specific.</p> <p>This/these provision(s) should be substantively the</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>“Meet Point Interconnection Arrangement” is an arrangement by which each Telecommunications carrier builds and maintains its network to a Meet Point.</i>		same whether a single ICA or two separate ICAs are used.
Att. 3 AT&T Issue 3	Attachment 3 Section 2	Is it appropriate for the agreement to expressly state the terms and conditions of network interconnection?	<p><u>2. Network Interconnection</u></p> <p><u>2.1 AT&T-9STATE shall provide interconnection with AT&T-9STATE's network at any technically feasible point within BellSouth's network.</u></p> <p><u>2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical 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.</u></p> <p><u>Requests to AT&T-9STATE 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.</u></p> <p><u>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.</u></p>	Yes. AT&T's language provides comprehensive terms and conditions regarding how the parties will interconnect their networks. This language is also important in that it clearly specifies the appropriate trunking arrangements.	<p>Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>2.3 Wireless Network Interconnection</u></p> <p><u>There are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; and,(2) physical collocation. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35 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 physical collocation may be provided in a separate collocation agreement.</u></p> <p>Sprint Language</p> <p><i>2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATes at the rates, terms and conditions set forth in this Agreement.</i>		
Att. 3 AT&T Issue 4	Att. 3 Section 2.3.2	<p>AT&T Issue description: What are the appropriate requirements for the agreement to expressly state when requirements for connecting to all tandems served and requiring direct end office trunks at a certain threshold?</p> <p>Sprint Issue description: Section 2.3 Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required?</p> <p>Section 2.4 What provisions should</p>	<p><u>2.3.2 AT&T 9-STATE and Sprint PCS will accept and provide any of the preceding methods of interconnection. Sprint PCS shall trunk to all AT&T 9-STATE Tandems in each LATA from each MSC where Sprint PCS offers Authorized Services, or in the event Sprint PCS has no MSC in the LATA, from Sprint PCS's designated POI(s) within the LATA.</u></p> <p><u>The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T 9-STATE's End Office Switch is not served by an AT&T 9-STATE Tandem Office Switch. If the Direct End Office Trunk (DEOT) is designed to overflow, the traffic will be alternately routed to the appropriate AT&T 9-STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.</u></p> <p><u>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. AT&T 9-</u></p>	AT&T's language appropriately states the requirement that Sprint connect to all AT&T tandems in order to create an efficient network that avoids misroutes and tandem exhaust, as well as require direct end office trunks when traffic to a particular end office reaches a reasonable threshold of 24 trunks (1 DS1).	Sprint Section 2.3 Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint's rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>be included regarding continuation of pre-existing arrangements?</p> <p>Section 2.5 What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?</p>	<p><u>STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, AT&T 9-STATE 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 AT&T 9-STATE and Sprint PCS switches within AT&T 9-STATE's service area shall be shared on a proportionate 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.</u></p> <p>Sprint Language</p> <p><i>2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.</i></p> <p><i>2.4 Pre-existing Arrangements. Until otherwise requested by Sprint, AT&T 9-STATE shall continue to provide Interconnection through the existing Interconnection Facilities</i></p>		<p>Sprint Section 2.4 This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place, that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement.</p> <p>Sprint Section 2.5 As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f).</p> <p>This/these</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>and Points of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. AT&T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to this Agreement.</i></p> <p>2.5 Interconnection Facilities.</p> <p>2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection 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 implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where Technically Feasible, AT&T 9-STATE and Sprint Facilities' shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when Technically Feasible. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased for use as Interconnection Facilities will apply, subject to the rates, terms and conditions set forth in this Agreement.</p>		<p>provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>2.5.2 Trunk Groups. The Parties will establish trunk groups from the Interconnection Facilities 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 to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T 9-STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.</i>		
Att. 3 AT&T Issue 5	Att. 3 Section 2.3.2.1	AT&T Issue description: (1) How should the cost of two way interconnection facilities be shared, and (2) specifically should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?	<p><u>2.3.2.1 Terms And Compensation For Use Of Facilities: Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans (“OPP”), High Cap Term Payment Plans (“HCTPP”), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.</u></p> <p><u>2.3.2.2 The Parties will connect their networks, i.e., to and from the AT&T 9-STATE Central Office Switch where the Facility connection is established, using the interfaces as described in Section 2.3.1 above.</u></p>	<p>(1) The cost of shared two way interconnection facilities should be shared by the parties based on the FCC Rules Implementing the Act, which AT&T’s language does.</p> <p>(2) Yes. In <i>TSR Wireless, LLC v. U S WEST Communications, Inc.</i>, Memorandum Opinion and Order, 15 FCC Rcd</p>	47 C.F.R. § 51.703(b) prohibits AT&T from charging Sprint for traffic originated on AT&T’s network; and, as the provider of Interconnection Facilities, AT&T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint “the proportion of that trunk

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>Sprint Issue description: How are Interconnection Facility Costs apportioned between the Parties?</p> <p>Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?</p>	<p><u>2.3.2.3 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T 9-STATE to a facilities-based Competitive Local Exchange Carrier (“CLEC”), or an Incumbent Local Exchange Carrier (“ILEC”), or an Out-of-Exchange Local Exchange Carrier (“OELEC”) or another CMRS provider other than Sprint PCS, i.e., the final destination of land-to-mobile traffic delivered from AT&T 9-STATE is Sprint PCS’s End-Users, and Sprint PCS may not forward any such traffic to any Third-Party.</u></p> <p><u>2.3.2.4 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T 9-STATE, i.e., mobile-to-land traffic delivered from Sprint PCS to AT&T 9-STATE must be from Sprint PCS’s End-Users and may not be from any other Third Party. For the avoidance of doubt, traffic from another Telecommunication Carrier’s end-users does not constitute Authorized Services traffic.</u></p> <p><u>2.3.2.5 AT&T 9-STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties’ networks that either cross a LATA boundary, or that are outside of the AT&T 9-STATE franchise service area, or that exceed a distance of 14 miles (or the State’s defined local calling area, whichever is greater) from the AT&T 9-STATE Central Office Switch where the Facility connection is established.</u></p> <p><u>2.3.2.6 When Sprint PCS uses two-way DS-1 Facilities provided by AT&T 9-STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties’ networks, and (b) are shared by the Parties, then the proportionate</u></p>	<p>11166, 11176-77 ¶19, n.70 (2000), <i>aff’d sub nom. Qwest Corp. v. FCC</i>, 252 F.3d 462 (D.C. Cir. 2001) (“<i>TSR Wireless Order</i>”), the FCC stated that “Complainants [paging carriers] are required to pay for ‘transiting traffic,’ that is, traffic that originates from a carrier other than the interconnecting LEC.” This has been followed by the FCC in several other cases. See, e.g., <i>Map Mobile Communications, Inc. v. Illinois Bell Telephone Co., et al.</i>, File No. EB-05-MD-013, page 12, ¶33 & n.95 (May 13, 2009) and cases cited therein. Although these cases dealt with paging carriers, the</p>	<p>capacity used [by Sprint] to send traffic that will terminate on [AT&T’s network].” As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. <i>Mountain Communications, Inc. v. FCC</i>, 355 F.3d 644 (D.C. 2004).</p> <p>The AT&T cited case involves a wireless 1-way paging carrier. The decision fails to acknowledge and address either 1) the</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>share of the cost of the Facilities for each Party shall be as provided below. If Sprint PCS obtains such Facilities from a Third Party, nothing herein shall obligate AT&T 9-STATE to reimburse Sprint PCS for those Facilities.</u></p> <p>2.3.2.7 AT&T 9-STATE agrees to share proportionally in the recurring costs of any shared facilities purchased by Sprint PCS from the applicable tariffs. AT&T 9-STATE 9-STATE's proportionate use of the Facilities is equal to the amount of all Section 251(b)(5) Calls traffic originated on AT&T 9-STATE 9-STATE's network in the State, compared to the amount of all traffic exchanged between the Parties in the State.</p> <p>2.3.2.8 AT&T 9-STATE will provide to Sprint PCS, on a quarterly basis, a percentage, representing AT&T 9-STATE's proportionate share of the Facilities.</p> <p>2.3.2.9 AT&T 9-STATE will bill Sprint PCS for the entire cost of the Facility. Sprint PCS will then apply AT&T 9-STATE's Facility percentage to the cost of the Facility to determine the amount Sprint PCS shall bill AT&T 9-STATE.</p> <p>Sprint Language</p> <p><i>2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:</i></p> <p><i>(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC</i></p>	<p>reasoning and results apply equally to all CMRS carriers. Since it is clearly established that CMRS carriers are responsible for paying ILECs, such as AT&T for transit, they also should bear responsibility for paying a proportionate share of the facility cost for the facility that is used to transport transit traffic.</p>	<p><i>Mountain D.C. Circuit decision that an "originating carrier should bear all transport costs" associated with the delivery of its traffic, or 2) the application of the express language contained in 51.709(b).</i></p> <p><i>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</i></p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.</i></p> <p><i>(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint non-wireless switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI.</i></p> <p><i>(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".</i></p> <p><i>(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Factor to be prospectively applied,</i></p> <p><i>(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i></p> <p><i>(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.</i></p> <p><i>(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.</i></p> <p><i>(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.</i>		
Att. 3 AT&T Issue 6	Att. 3 Sections 2.3.2.3 , 2.3.2.4, 6.4.1 and 6.4.2 in AT&T proposed language, Section 2.5.4 in Sprint proposed language	AT&T Issue description: (1) Should the interconnection agreement explicitly state the types of traffic which is authorized by the interconnection agreement? (2) Should AT&T be able to require Sprint to route InterMTA traffic over Switched Access Trunks?	<p><u>2.3.2.3 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T 9-STATE to a facilities-based Competitive Local Exchange Carrier (“CLEC”), or an Incumbent Local Exchange Carrier (“ILEC”), or an Out-of-Exchange Local Exchange Carrier (“OELEC”) or another CMRS provider other than Sprint PCS, i.e., the final destination of land-to-mobile traffic delivered from AT&T 9-STATE is Sprint PCS’s End-Users, and Sprint PCS may not forward any such traffic to any Third-Party.</u></p> <p><u>2.3.2.4 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T 9-STATE, i.e., mobile-to-land traffic delivered from Sprint PCS to AT&T 9-STATE must be from</u></p>	<p>(1) Yes. To prevent future disputes between the Parties, the interconnection agreement should explicitly state those known potential situations not covered by the agreement.</p> <p>(2) Yes. AT&T should be able to require Sprint to route jurisdictionally different traffic over</p>	Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&T to restrict the nature of Authorized Services traffic that Sprint may exchange over Interconnection Facilities.

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Sprint language bold italics

**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Sprint Issue description: What, if any, restrictions may be imposed on the type of Authorized Services traffic that can be exchanged over the Facilities?	<p><u>Sprint PCS's End-Users and may not be from any other Third Party. For the avoidance of doubt, traffic from another Telecommunication Carrier's end-users does not constitute Authorized Services traffic.</u></p> <p><u>6.4.1 Terminating InterMTA Traffic:</u> <u>6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.</u></p> <p><u>6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.</u></p> <p><u>Sprint Language.</u></p> <p><u>2.5.4 Use of Interconnection Facilities.</u> <u>(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from</u></p>	<p>separate trunk groups, particularly since the Parties have had ongoing disputes over charges and payment of InterMTA traffic for multiple years.</p> <p>Sprint's language has broadened the definition of Authorized Services traffic and would improperly permit comingling jurisdictionally separate and different types of traffic over trunks which should solely be used for CMRS traffic.</p>	<p>Notwithstanding AT&T's stated position that "[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups", AT&T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&T to avoid doing so. Thus, AT&T cannot even comply with its own stated position.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>any Third-Party.</u></p> <p><i>(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.</i></p> <p><i>(c) Jointly Provided Switched Access. When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.</i></p> <p><i>(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days</i></p>		two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.</i>		
Att. 3 AT&T Issue 7	Att. 3 Section 2.2 in AT&T's proposed language, Section 2.6 in Sprint's language.	AT&T Issue description: Should Virtual Collocation be included in the interconnection agreement separately as a means of interconnection?	<p><u>2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical 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 AT&T 9-STATE 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.</u></p> <p>Sprint Language</p> <p><i>2.6. Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.</i></p>	No. As AT&T's language states, the Parties may mutually agree to other methods, including virtual collocation.	<p>Sprint is entitled to Collocation that may be negotiated on an individual case basis.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
Att. 3 AT&T Issue 8	Att. 3 Section 2.7	AT&T Issue description: Should the interconnection agreement contain Fiber Meet language and if so	<p><u>AT&T proposes deleting the Fiber Meet Section for the Wireless Interconnection Agreement</u></p> <p>Sprint Language</p> <p><i>2.7 Fiber Meet Interconnection.</i></p>	No. The wireless interconnection agreement does not need to contain Fiber Meet Interconnection	Sprint's Fiber Meet language incorporates the appropriate use of defined terms.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		have the terms in the section been properly defined?	<p><i>2.7.1 Fiber Meet Interconnection between AT&T 9-STATE and Sprint can occur at any Technically Feasible point between Sprint premises and an AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.</i></p> <p><i>2.7.2 If Sprint elects to Interconnect with AT&T 9-STATE pursuant to a Fiber Meet, the Parties shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of Authorizes Services traffic via designated Facilities at Technically Feasible transmission speeds as mutually agreed to by the Parties. The Parties shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).</i></p> <p><i>2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.</i></p> <p><i>(a) Design One: Sprint's fiber cable (four fibers) and AT&T 9-</i></p>	terms and conditions, because the parties have not utilized such arrangements and AT&T does not conceive its use as being necessary.	This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>STATE's fiber cable (four fibers) are connected at a Technically Feasible point between Sprint and AT&T 9-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point Meet Point.</i></p> <p><i>(b) Design Two: Both Sprint and AT&T 9-STATE each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint and AT&T 9-STATE. AT&T 9-STATE will provide the fibers associated with the "working" side of the system. Sprint will provide the fibers associated with the "protection" side of the system. Sprint and AT&T 9-STATE will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.</i></p> <p><i>2.7.4 AT&T 9-STATE shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting AT&T 9-STATE Central Office.</i></p> <p><i>2.7.5 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting Sprint Central Office.</i></p> <p><i>2.7.6 Sprint and AT&T 9-STATE may mutually agree upon a Technically Feasible Point of Interconnection outside the</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Interconnecting AT&T 9-STATE Central Office as a Fiber Meet point. AT&T 9-STATE shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T 9-STATE shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint, Point of Interconnection to AT&T 9-STATE).</i></p> <p>2.7.7 Sprint shall deliver and maintain Sprint's fiber optic Facility wholly at its own expense. Upon verbal request by Sprint, AT&T 9-STATE shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</p> <p>2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint and AT&T 9-STATE agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.</p> <p>2.7.9 Sprint and AT&T 9-STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint and AT&T 9-STATE will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities,</p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and AT&T 9-STATE.</i></p> <p><i>2.7.10 Sprint and AT&T 9-STATE shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.</i></p> <p><i>2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.</i></p> <p><i>2.7.12 Neither Sprint or AT&T 9-STATE shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of Authorized Services traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.</i></p>		
Att. 3 AT&T Issue 9	Att. 3 Sections 2.3.1, 2.3.2 and 2.3.6 in AT&T's proposed language. Section 2.9 in Sprint's proposed language.	<p>AT&T Issue description: What is the appropriate method of providing and charging for interconnection facilities?</p> <p>Sprint Issue description: What is the appropriate price for Facilities / Trunking, TELRIC or Market? Is it permissible to price</p>	<p><u>2.3.1 There are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; and,(2) physical collocation. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35 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 physical collocation may be provided in a separate collocation agreement.</u></p>	<p>AT&T's proposed method of sharing the cost of shared interconnection facilities is reasonable and appropriate.</p> <p>The Tennessee Regulatory Authority has not ruled that ILECS such as AT&T Tennessee must provide interconnection at</p>	<p>47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the just and reasonable rate for Interconnection Facilities</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		interconnection facilities for CMRS carriers at market based rates?	<p><u>2.3.2 AT&T 9-STATE and Sprint PCS will accept and provide any of the preceding methods of interconnection. Sprint PCS shall trunk to all AT&T 9-STATE Tandems in each LATA from each MSC where Sprint PCS offers Authorized Services, or in the event Sprint PCS has no MSC in the LATA, from Sprint PCS's designated POI(s) within the LATA.</u></p> <p><u>The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T 9-STATE's End Office Switch is not served by an AT&T 9-STATE Tandem Office Switch. If the Direct End Office Trunk (DEOT) is designed to overflow, the traffic will be alternately routed to the appropriate AT&T 9-STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.</u></p> <p><u>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. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, AT&T 9-STATE 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.</u></p>	<p>TELRIC rates</p> <p>Sprint's proposed language is trying to supersede existing arrangements and law and should be rejected.</p>	<p>provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC's pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing.</p> <p>In the absence of lower, current TELRIC pricing (i.e., updated since the AT&T/BellSouth merger) AT&T should be</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>The cost of the interconnection facilities between AT&T 9-STATE and Sprint PCS switches within AT&T 9-STATE's service area shall be shared on an appropriate 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.</u></p> <p><u>2.3.2.1 Terms And Compensation For Use Of Facilities: Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.</u></p> <p><u>2.3.6 The ordering and provision of all services purchased from AT&T 9-STATE by Sprint PCS shall be as set forth in the appropriate AT&T 9-STATE tariffs/price lists as those tariffs/price lists are amended by AT&T 9-STATE from time to time during the term of this Agreement.</u></p> <p><i>Sprint Language</i></p> <p><i>2.9 Interconnection Facilities/Arrangements Rates and</i></p>		<p>required to offer Interconnection Facilities at interim rates that are no higher than AT&T's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing.</p> <p>Further, if AT&T provides interconnection arrangements to any carrier that is lower than either a) existing AT&T Interconnection Facility TELRIC pricing, or b) AT&T's tariffed Facility Rates/Charges</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Charges.</i></p> <p><i>2.9.1 AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges (“Rates/Charges”) charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements (“Interconnection-Related Services”) that AT&T provides to Sprint shall be at <u>the lowest of the following Rates/Charges:</u></i></p> <p><i>a) The Rates/Charges in effect between the Parties’ for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</i></p> <p><i>b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</i></p> <p><i>c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;</i></p> <p><i>d) AT&T 9-STATES’ tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint’s option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional</i></p>		<p>reduced by 35% or more, principles of non-discrimination require AT&T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>cost proceeding as may be ordered by the Commission; or,</i></p> <p><i>e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p>2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. <i>If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.</i></p> <p>2.9.3 Sprint Rates and Charges. <i>Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.</i></p> <p>2.9.4 Billing. <i>Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position				
			<i>the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.</i>						
Att. 3 AT&T Issue 10	Attachment 3; AT&T's Section 2.9.12.2 Sprint's Section 3.3.1	<p>AT&T Issue Description: Should the agreement expressly state the parties' obligations regarding high volume mass calling trunk groups?</p> <p>Sprint Issue description: What Network Management provisions should be included?</p> <p>What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p>	<p><u>2.9.12.2 Mass Calling, i.e., High Volume Call In network architecture, Trunk Group AT&T 9-STATE ("Mass Calling"):</u></p> <p><u>2.9.12.2.1 A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.</u></p> <p>Mass Calling Trunk Groups (Table 1) shall be sized as follows:</p> <table><tr><th colspan="2">Table 1</th></tr><tr><td>Number of End Users</td><td>Number of Mass Calling Trunks</td></tr></table>	Table 1		Number of End Users	Number of Mass Calling Trunks	Yes. AT&T's proposed language appropriately expresses how operational issues for Mass Calling and the Mass Trunk Groups will be dealt with by the parties, i.e., trunk sizes, notification intervals for establishment of new trunks, etc. Sprint's language is anadequate.	Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.
Table 1									
Number of End Users	Number of Mass Calling Trunks								

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language				AT&T Position	Sprint Position
				0 – 10,000	2			Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.
				10,001 – 20,000	3			
				20,001 – 30,000	4			
				30,001 – 40,000	5			
				40,001 – 50,000	6			
				50,001 – 60,000	7			
				60,001 – 75,000	8			
				75,000 +	9 maximum			
			<p><u>If Sprint PCS should acquire a Mass Calling End User, e.g., a radio station, Sprint PCS shall notify AT&T 9-STATE at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T 9-STATE Mass Calling serving office to the Sprint PCS End User's serving office. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.</u></p>					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
			<p>2.9.12.4 If Sprint PCS finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint PCS may request a meeting to coordinate with AT&T 9-STATE the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint PCS establishes a new Mass Calling NXX, Sprint PCS must notify AT&T 9-STATE a minimum of</p>					

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T 9-STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T 9-STATE Public Response Mass Calling Network Access Tandem to Sprint PCS's Mass Calling serving office.</p> <p>Sprint Language</p> <p><i>3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i></p>		
Att. 3 AT&T Issue 11	Attachment 3, AT&T's Section 2.9.12.3.7 Sprint's Section 3.2	<p>AT&T Issue description: What are the terms and conditions applicable to trunking?</p> <p>Sprint Issue Description: What are the appropriate trunk blocking objectives?</p>	<p><u>2.9.12.3.7 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 2 below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.</u></p>	AT&T's proposed language provides appropriate contract terms on how to efficiently manage the trunking network established between the two Parties using industry standard processes that maintain a high level of reliability.	Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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			<table><tr><th colspan="2">Table 2</th></tr><tr><th>Trunk Group Type</th><th>Design Blocking Objective</th></tr><tr><td>Type 2A</td><td>1%</td></tr><tr><td>Type 2A Equal Access (IXC)</td><td>1%</td></tr><tr><td>Type 2B (Final)</td><td>1%</td></tr><tr><td>Type 2C (911)</td><td>1%</td></tr><tr><td>Type 2D (Operator Services (DA/DACC))</td><td>1%</td></tr><tr><td>Type 1 (Operator Services (0+, 0-))</td><td>1%</td></tr></table> <p><u>When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) business days is the study period duration objective.</u></p> <p>Sprint Language</p> <p><i>3.2 Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</i></p> <p><i>3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service</i></p>	Table 2		Trunk Group Type	Design Blocking Objective	Type 2A	1%	Type 2A Equal Access (IXC)	1%	Type 2B (Final)	1%	Type 2C (911)	1%	Type 2D (Operator Services (DA/DACC))	1%	Type 1 (Operator Services (0+, 0-))	1%		slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity. Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities. This/these provision(s) should be substantively the same whether a single ICA or two separate
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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i>		ICAs are used.
Att. 3 AT&T Issue 12	Att. 3, Section 4	<p>AT&T Issue Description: What Network Management provisions should be included?</p> <p>Sprint Issue Description: What Network Management provisions should be included?</p> <p>What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p> <p>What are the appropriate trunk blocking objectives?</p>	<p><u>4. Wireless Network Design and Management</u></p> <p><u>4.1 Trunk Forecasting:</u></p> <p><u>Sprint PCS agrees to provide Trunk forecasts to AT&T 9-STATE to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.</u></p> <p><u>Sprint PCS will provide a Trunk forecast to AT&T 9-STATE prior to initial implementation, and Sprint PCS will provide subsequent forecasts to AT&T 9-STATE upon request by AT&T 9-STATE, as often as twice per year. The forecasts shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA Trunks, End Office Local Interconnection Trunks, and Tandem subtending Local Interconnection end office equivalent Trunk requirements) for a minimum of three years, i.e., the current year and the following two years.</u></p> <p><u>Sprint PCS will provide revised Trunk forecasts to AT&T 9-STATE whenever there is a difference of 25% or more in trunking demand than reflected in previously submitted forecasts.</u></p> <p><u>Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the "from" and "to" Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR</u></p>	The Wireless Network Design and Management section as proposed by AT&T reflects how the Parties should be working cooperatively to identify and prevent network problems.	<p>Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>795-400-100.</u></p> <p><u>The Parties agree to review with each other the submitted forecasts.</u></p> <p><u>4.2 Trunk Provisioning:</u> <u>In conjunction with Trunk forecasting as described in Section 3.4 above, Sprint PCS will be responsible for ordering all Interconnection Trunk Groups, with concurrence from AT&T 9-STATE.</u></p> <p><u>Sprint PCS shall submit orders to AT&T 9-STATE to establish, add, change, or disconnect Trunks, using AT&T 9-STATE's applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.</u></p> <p><u>Sprint PCS's orders that comprise a major project that directly affects AT&T 9-STATE will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or order-related activities between and among AT&T 9-STATE and Sprint PCS's work groups, including, but not limited to, the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.</u></p> <p><u>Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T 9-STATE's intra-state Switched Access Services intervals.</u></p> <p><u>4.3 Trunk Servicing:</u> <u>The Parties will jointly manage the capacity of Interconnection Trunk Groups. A Trunk Group Service Request ("TGSR") will be sent by AT&T 9-STATE to notify Sprint PCS to establish or make modifications to existing</u></p>		<p>AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Trunk Groups. Sprint PCS will issue an ASR or WSR, as applicable, to AT&T 9-STATE's Wireless Access Service Center, to begin the provisioning process as required below:</u></p> <p><u>Within ten (10) business days after receipt of the TGSR or other notification; or</u></p> <p><u>At any time as a result of Sprint PCS's own capacity management assessment.</u></p> <p><u>Upon review of the TGSR, if a Party does not agree with the resizing, of the Interconnection Truck Groups the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) business days of Sprint PCS's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.</u></p> <p><u>If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T 9-STATE does not receive an ASR or WSR, as applicable, from Sprint PCS, or if Sprint PCS does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) business day period, AT&T 9-STATE will attempt to contact Sprint PCS to schedule a joint planning discussion. If Sprint PCS will not agree to meet within an additional five (5) business days and present adequate reason for keeping Trunks operational, AT&T 9-STATE will issue an ASR or WSR, as applicable, to resize the Interconnection Trunks and Facilities.</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of Sprint PCS.</u></p> <p><u>4.4 Utilization:</u></p> <p><u>Under utilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Under utilization will be addressed in the following manner:</u></p> <p><u>If an Interconnection Trunk Group is under eighty percent (80%) for AT&T 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Interconnection Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T 9-STATE. In all cases, grade of service objectives shall be maintained.</u></p> <p><u>Either Party may send a TGSR to the other Party to trigger changes to the Interconnection Trunk Groups, based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR or WSR, as applicable, to the other Party, within twenty (20) business days after receipt of the TGSR.</u></p> <p><u>Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days of the receiving Party's receipt of the TGSR, to resolve and mutually agree to the disposition of the TGSR. If the Parties cannot agree on the resizing at the joint planning discussion, the Parties may invoke the dispute resolution provisions of this Agreement.</u></p> <p><u>If the Parties cannot agree on the changes to the Interconnection Trunk Groups at the joint planning</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T 9-STATE sent the TGSR to Sprint PCS, and Sprint PCS does not schedule a discussion with AT&T 9-STATE within the twenty (20) business day period, then AT&T 9-STATE will attempt to contact Sprint PCS to schedule a joint planning session. If Sprint PCS will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T 9-STATE reserves the right to issue ASRs or WSRs, as applicable, to resize the Interconnection Trunk Groups.</u></p> <p>Sprint Language</p> <p><i>4. Network Management</i></p> <p><i>4.1 The Parties will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T 9-STATE will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.</i></p> <p><i>4.2 Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</i></p> <p><i>4.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average</i></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i></p> <p>4.3 Network Congestion. <i>The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.</i></p> <p>4.3.1 High Volume Call In / Mass Calling Trunk Group. <i>Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i></p> <p>4.4 <i>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 to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not</i></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>inconsistent with the terms and conditions of this Agreement.</i></p> <p>4.5 Signaling. <u>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 BellSouth and Sprint PCS 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.</u></p> <p>4.6 Forecasting. <u>Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.</u></p> <p>4.7 <u>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 AT&T 9-STATE provides recording capabilities. This exchange of information is required to enable each Party to bill properly.</u></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Att. 3 AT&T Issue 13	Att. 3 Original Section 6.7.4 deleted by AT&T	<p>AT&T Issue description: What is the appropriate contractual treatment of Transit Traffic rates, terms and conditions?</p> <p>Sprint Issue description: Is Transit Service a form of Interconnection transmission and routing that AT&T 9-STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless entities, also pursuant to 47 C.F.R. § 20.11?</p>	<p><u>AT&T deleted the sections referring to Transit Traffic (Section 6.7.4 of the original Agreement) and instead proposed executing a Commercial Transit Agreement.</u></p> <p><u>Sprint Language</u></p> <p><i>-- Transit Service.</i></p> <p><i>--.1 AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint is Interconnected to AT&T 9-STATE.</i></p> <p><i>--.2 Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.</i></p> <p><i>--.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.</i></p>	<p>Neither Section 251(b) nor Section 251(c) of the Act, nor any FCC regulation implementing the Act, imposes a transit obligation. Accordingly, the rates, terms and conditions pursuant to which AT&T Tennessee will provide transit service to Sprint are more appropriately included in a separate Commercial Agreement, and not in the parties' interconnection agreement. Furthermore, the transit rates are not subject to TELRIC pricing methodology. However, in the event that the Commission decides as threshold matter</p>	<p>Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D).</p> <p>The Kentucky Commission has required AT&T to provide transit at TELRIC pricing unless AT&T can justify additional costs. <i>Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection</i></p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				that Transit Service provisions are appropriately included in the Interconnection Agreement, over AT&T's objection, it should adopt AT&T's proposed language and rate in the Transit Exhibit submitted herewith. AT&T Tennessee's proposed language provides complete rates, terms and conditions under which Transit Service is to be provided to Sprint, including appropriate provisioning and billing terms. As AT&T Tennessee directly interconnects with all other Tennessee carriers, Sprint's proposed rates, terms and conditions are incomplete and in	<i>Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended, Case No. 2004-00044, Order at p 18 - 19 (issued March 14, 2006).</i> AT&T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				some instances, inappropriate.	
Att. 3 AT&T Issue 14	Att. 3 Section 6	<p>AT&T Issue description: What are the appropriate terms and conditions for intercarrier compensation for the various types of traffic in this agreement?</p> <p>Additional Specific Issues relating to this Section follow.</p> <p>Sprint Issue description for its Sections 6.1.1 and 6.1.2: Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities?</p>	<p><u>6. Interconnection Compensation</u></p> <p><u>6.1 Classification Of Traffic:</u></p> <p><u>6.1.1 Telecommunications traffic exchanged between AT&T 9-STATE and Sprint PCS pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.</u></p> <p><u>6.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.</u></p> <p><u>6.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol (“VoIP”)) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.</u></p> <p><u>6.2 Compensation For Local Authorized Services Interconnection:</u></p> <p><u>6.2.1 Compensation rates for Interconnection are</u></p>	<p>The provisions in AT&T’s proposed Interconnection Compensation section follow the FCC orders implementing the Act. Sprint is proposing to diverge from those principles, all to its advantage, AT&T objects to Sprint’s proposals.</p> <p>The Parties should compensate each other in a consistent manner for Section 251(b)(5) Traffic that each Party originates and terminates directly to the other Party, using either Commission-approved reciprocal compensation rates or the FCC’s ISP compensation rate for Section</p>	<p>Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of:</p> <p>1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit charge.</p> <p>If more than two (2) billable Authorized Services Traffic categories must be used, Sprint’s language identifies each of the appropriate categories for classifying traffic under this Agreement.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Sprint Issue description for its Alternative Section 6, 6.1.1 – 6.1.2, if more than two billable categories are deemed necessary: If more than two categories of Authorized Services traffic and corresponding rates are required, how should Authorized Services traffic be categorized?	<p><u>contained in the Pricing Schedule attached hereto.</u></p> <p><u>6.2.2 Compensation for Local Authorized Services Interconnection:</u></p> <p><u>6.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 6.2.3 below, AT&T 9-STATE shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T 9-STATE's network and terminating on Sprint PCS's network. Sprint PCS shall compensate AT&T 9-STATE for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS's network and terminating on AT&T 9-STATE's network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.</u></p> <p><u>6.2.3 Traffic Not Subject to Reciprocal Compensation:</u></p> <p><u>6.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:</u></p> <p><u>6.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</u></p> <p><u>6.2.3.1.2 Toll-free calls, e.g., 800/888, 500 and 700 calls;</u></p> <p><u>6.2.3.1.3 Third Party Traffic;</u></p> <p><u>6.2.3.1.4 Non-facility based traffic;</u></p> <p><u>6.2.3.1.5 Paging Traffic;</u></p>	<p>251(b)(5) Traffic, and the FCC's ISP compensation rate of \$0.0007 per MOU for ISP-bound traffic. While Sprint's proposal for one as-yet undetermined unified rate for all traffic is unreasonable and unsupported, the FCC's ISP compensation rate of \$0.0007 per MOU for both Section 251(b)(5) and ISP Bound traffic is appropriate and in accordance with the FCC's <i>ISP Remand Order</i>.</p> <p>Sprint's proposal of one "unified rate for all non-transit traffic" upsets the current intercarrier compensation regime which applies different compensation for</p>	This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>6.2.3.1.6 InterMTA Traffic</p> <p>6.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;</p> <p>6.2.3.1.8 IXC Traffic; and,</p> <p>6.2.3.1.9 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.</p> <p><u>6.3 Billing For Reciprocal Compensation:</u></p> <p><u>6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.</u></p> <p><u>6.3.2 The Parties recognize that Sprint PCS may not have the technical ability to measure actual usage and bill AT&T 9-STATE pursuant to this Agreement.</u></p> <p><u>6.3.3 To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T 9-STATE-to-Sprint PCS Section 251(b)(5) Calls traffic, Sprint PCS shall bill AT&T 9-STATE, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.</u></p> <p><u>6.3.4 Where Sprint PCS cannot record AT&T 9-STATE-originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be equal to the Shared Facility Factor, stated in the Pricing Schedule. When using the surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section</u></p>	<p>different categories of traffic, potentially allowing Sprint a competitive advantage relative to all other carriers in Tennessee. Sprint has made no showing as to the appropriateness of its proposed unified rate, and the rate is unsupported in showing that it would appropriately allow the terminating carrier to recover costs incurred in terminating traffic originated from the other Party.</p>	

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) Sprint PCS-to-AT&T 9-STATE (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T 9-STATE's monthly bill to Sprint PCS), divided by the difference of one (1) minus the Shared Facility Factor, multiplied by (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T 9-STATE the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence.</u></p> <p align="center"><u>EXAMPLE</u></p> <p><u>Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Shared Facility Factor)] * Shared Facility Factor</u></p> <p><u>Mobile-to-Land Conversation MOU's = 15,000</u> <u>Shared Facility Factor = .20</u> <u>Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20 =3,750 Conversation MOU's</u></p> <p><u>6.3.5 When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T 9-STATE billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>rate and amounts.</u></p> <p><u>6.3.6 Except as provided in this Section, see the General Terms and Conditions for general billing requirements.</u></p> <p><u>6.4 Compensation For Intermta Traffic:</u></p> <p><u>6.4.1 Terminating InterMTA Traffic:</u></p> <p><u>6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.</u></p> <p><u>6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.</u></p> <p><u>6.4.1.3 Sprint PCS agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all Sprint PCS-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T 9-STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint PCS fails to</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>populate JIP in accordance with the industry standard, then AT&T 9-STATE will use either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.</u></p> <p>6.4.1.4 <u>AT&T 9-STATE will perform traffic studies quarterly to determine if Sprint PCS is sending terminating InterMTA traffic over Local Interconnection or Equal Access trunks. If Sprint PCS is sending such traffic, AT&T 9-STATE will update the percentage of terminating InterMTA Traffic billed to Sprint PCS in accordance with results of such studies. AT&T 9-STATE agrees to notify Sprint PCS of updates to the terminating InterMTA traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.</u></p> <p>6.4.2 <u>Originating Landline-to-Sprint PCS InterMTA Traffic:</u></p> <p>6.4.2.1 <u>For AT&T 9-STATE originated landline-to-Sprint PCS traffic that, at the beginning of the call: (a) originates on AT&T 9-STATE’s network in one MTA; and, (b) is delivered to the mobile unit of Sprint PCS’s End User located in another MTA, AT&T 9-STATE shall charge and Sprint PCS shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>hereto. Sprint PCS shall not charge and AT&T 9-STATE shall not pay reciprocal compensation for originating landline-to-Sprint PCS InterMTA Traffic.</u></p> <p><u>6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint PCS Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T 9-STATE's End Users that are delivered to Sprint PCS's network over the Interconnection Trunks.</u></p> <p><u>6.5 Responsibilities Of Party:</u></p> <p><u>6.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.</u></p> <p><u>6.5.2 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u></p> <p><u>6.5.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p><u>6.6 Non-AT&T 9-STATE Tandem Providers:</u></p> <p><u>6.6.1 Third Party Terminating Carrier shall mean a CLEC, an ILEC, another CMRS provider, an OELEC, or a Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated when Sprint PCS uses a Non-AT&T 9-STATE Tandem Provide, as defined below.</u></p> <p><u>6.6.2 Non-AT&T 9-STATE Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to Sprint PCS and with whom Sprint PCS is directly interconnected for the purpose of delivering Sprint</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>PCS traffic via Non-AT&T 9-STATE Tandem Provider's direct interconnection arrangements with AT&T 9-STATE to (i) AT&T 9-STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User.</u></p> <p><u>6.6.3 When a Non-AT&T 9-STATE Tandem Provider sends Traffic originated by the End Users of Sprint PCS to (i) AT&T 9-STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User, Sprint PCS is responsible for all Conversation MOU's billed by AT&T 9-STATE for such traffic.</u></p> <p>Sprint Language</p> <p><i>6. Authorized Services Traffic Per Minute Usage.</i></p> <p><i>6.1 Classification of Authorized Services Traffic Usage.</i></p> <p><i>[If only two billable categories are deemed necessary:]</i></p> <p><i>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireless Terminated Traffic (which will include IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireline Terminated Traffic (which will include Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>[If more than two billable categories are deemed necessary:]</i></p> <p><i>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><u>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</u></p> <p><u>6.2 Authorized Services Traffic Usage Rates.</u></p> <p><u>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</u></p> <p><i>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</i></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>[If only two billable categories are deemed necessary:]</i></p> <p><i>Sprint wireless traffic/Sprint CLEC wireline traffic:</i></p> <ul style="list-style-type: none"> - <i>Terminated wireless/wireline Traffic Rate</i> - <i>Transit Service Rate</i> <p><i>[If more than two billable categories are deemed necessary:]</i></p> <p><i>Wireless traffic:</i></p> <ul style="list-style-type: none"> - <i>IntraMTA Rate</i> - <i>Land-to-Mobile InterMTA Rate</i> <p><i>Wireline traffic:</i></p> <ul style="list-style-type: none"> - <i>Telephone Exchange Service Rate</i> - <i>Telephone Toll Service Rate</i> <p><i>Wireless or Wireline traffic:</i></p> <ul style="list-style-type: none"> - <i>Information Services Rate</i> - <i>Interconnected VoIP Rate- N/A</i> - <i>Transit Service Rate</i> <p><u>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate (“Rate”) that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</u></p> <p><i>a) The Rate contained in the Pricing Schedule attached hereto;</i></p> <p><i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i></p> <p><i>c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Authorized Services traffic; or,</i></p> <p><i>d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p>6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. <i>Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.</i></p> <p>6.2.4 Symmetrical Rate Application. <i>Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.</i></p> <p>Wireless traffic rates:</p> <p>- IntraMTA Rate: <i>[TBD]</i></p> <p>- Land-to-Mobile InterMTA Rate: <i>[TBD]</i></p> <p><u>Wireline traffic rates:</u></p> <p>- Telephone Exchange Service Rate: <i>[TBD]</i></p> <p>- Telephone Toll Service Rate: <i>Applicable access tariff rates</i></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Wireless or Wireline traffic rates:</i></p> <ul style="list-style-type: none"> - <i>Information Services Rate: .0007</i> - <i>Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</i> - <i>Transit Service Rate: [TBD]</i> <p><u>6.3 Recording and Billing for Authorized Services Traffic.</u></p> <p><u>6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</u></p> <p><u>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</u></p> <p><u>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u></p> <p><u>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p><u>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate..</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service 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 those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.</u></p> <p><u>6.3.6.2 Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service 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 those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</u></p> <p><u>6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic.</u></p> <p><u>a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may</i></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p>c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.</p> <p>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</p> <p><u>6.4 Terminating InterMTA Traffic.</u> The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless</p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT& 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.</i></p> <p>6.4.1 Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.</p> <p>6.4.2 Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile</p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.</i></p> <p><i>6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.</i></p> <p><i>6.4.4 To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for</i></p>		
Att. 3 AT&T Issue 15	Att. 3 AT&T’s Section 6.1.2,	AT&T Issue description: Is it appropriate for the ICA to state that	<p><u>6.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this</u></p>	Yes. In the Mobile-to-Land direction, the ICA should state that ISP-	This section establishes the application of the

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
	Sprint's Section 6.2	<p>compensation for traffic in the mobile-to-land direction is deemed either local or access, depending upon the jurisdictional beginning and end points of the call, and, is it appropriate for the ICA to expressly state that AT&T Tennessee does not send ISP traffic to Sprint?</p> <p>Sprint Issue description: For each category of Authorized Services traffic, what compensation is due from each Party to the other?</p> <p>What is appropriate compensation for Section 251 (b)(5) traffic?</p> <p>What is the appropriate</p>	<p><u>Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.</u></p> <p><u>6.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol ("VoIP")) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.</u></p> <p>Sprint Language</p> <p><u>6.2 Authorized Services Traffic Usage Rates.</u></p> <p><u>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</u></p> <p><i>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</i></p> <p><i>[If only two billable categories are deemed necessary:]</i></p> <p><i>Sprint wireless traffic/Sprint CLEC wireline traffic:</i></p> <p><i>- Terminated wireless/wireline Traffic Rate</i></p> <p><i>- Transit Service Rate</i></p>	<p>bound traffic will be compensated as local traffic or access traffic, depending on the jurisdictional beginning and end points of the call, consistent with current industry practice. AT&T does not send ISP traffic to Sprint and proposes language to make that explicit.</p> <p>The purpose of the Agreement is to provide contractual certainty for a set period of time. Sprint is not entitled to 'cherry-pick,' at its convenience, any better pricing it may deem desirable at some unknown point in the future. If Sprint seeks rates that differ from the Commission-approved cost-</p>	<p>Conversation MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application. However, establishment of actual rates is the next Issue.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		language to reflect the actual flow and treatment of ISP-bound traffic between the parties given that ISP traffic is exclusively mobile-to-land and what is the appropriate compensation for such traffic?	<p><i>[If more than two billable categories are deemed necessary:]</i></p> <p><i>Wireless traffic:</i></p> <p><i>- IntraMTA Rate</i></p> <p><i>- Land-to-Mobile InterMTA Rate</i></p> <p><i>Wireline traffic:</i></p> <p><i>- Telephone Exchange Service Rate</i></p> <p><i>- Telephone Toll Service Rate</i></p> <p><i>Wireless or Wireline traffic:</i></p> <p><i>- Information Services Rate</i></p> <p><i>- Interconnected VoIP Rate- N/A</i></p> <p><i>- Transit Service Rate</i></p> <p><u>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</u></p> <p><i>a) The Rate contained in the Pricing Schedule attached hereto;</i></p> <p><i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i></p> <p><i>c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i></p> <p><i>d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the</i></p>	based rates AT&T proposes or the FCC's ISP Remand Order rate of \$0.0007 per Minute of Use ("MOU"), Sprint must provide support for such rates in the form of a cost-study, supporting what it believes are appropriate forward-looking costs. Sprint has made no such showing, and, therefore, the Agreement should reflect current and approved rates as they exist today.	

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Commission.</i></p> <p><i>6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.</i></p> <p><i>6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic</i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position									
Att. 3 AT&T Issue 16	Attachment 3; AT&T's Section 6.2.2.1, Sprint's Section 6.2	<p>AT&T Issue Description: What is appropriate compensation for Section 251 (b)(5) traffic?</p> <p>Sprint Issue Description: What is the a) fair and reasonable, or b) TELRIC rate where applicable, for each category of compensable traffic?</p>	<p><u>6.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 6.2.3 below, AT&T 9-STATE shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T 9-STATE's network and terminating on Sprint PCS's network. Sprint PCS shall compensate AT&T 9-STATE for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS's network and terminating on AT&T 9-STATE's network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.</u></p> <p><u>PRICING SHEET (WIRELESS)</u></p> <p><u>TENNESSEE</u></p> <p><u>ATTACHMENT 3 - NETWORK INTERCONNECTION</u></p> <hr/> <p><u>1.Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</u></p> <table><tr><td><u>Type 2A</u></td><td><u>Type 2B</u></td><td><u>Type 1</u></td></tr><tr><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td></tr></table> <hr/> <p><u>2. Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks to AT&T 9-STATE End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows:</u></p> <table><tr><td><u>Per DS0 trunk (voice grade)</u></td><td><u>Per Month</u></td><td><u>USOC</u></td></tr></table>	<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<u>Per DS0 trunk (voice grade)</u>	<u>Per Month</u>	<u>USOC</u>	<p>The Parties should compensate each other for the Section 251 (b)(5) traffic that each Party originates and terminates directly to the other Party. Consistent with the FCC's ISP Remand Order, compensation for the exchange of Section 251(b)(5) traffic should be at \$0.0007 per Minute of Use. Appropriate Intrastate or Interstate Switched Access applies to InterMTA calls.</p>	<p>Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the \$.0007 ISP rate, or c) at a TELRIC rate.</p> <p>Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T's costs to terminate an interMTA MOU</p>
<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>												
<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>												
<u>Per DS0 trunk (voice grade)</u>	<u>Per Month</u>	<u>USOC</u>												

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Type 2B Dedicated End Office \$6.30 MRSSD</u> <u>Type 2B – MF \$6.30 MRSSE</u> <u>Type 2B - SS7 \$6.30 MRSSE</u></p> <p>Sprint Language</p> <p><i>Wireless traffic rates:</i></p> <p><i>- IntraMTA Rate: [TBD]</i> <i>- Land-to-Mobile InterMTA Rate: [TBD]</i></p> <p><i>Wireline traffic rates:</i></p> <p><i>- Telephone Exchange Service Rate: [TBD]</i> <i>- Telephone Toll Service Rate: Applicable access tariff rates</i></p> <p><i>Wireless or Wireline traffic rates:</i></p> <p><i>- Information Services Rate: .0007</i> <i>- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</i> <i>- Transit Service Rate: [TBD]</i></p>		<p>is exactly the same as it costs to terminate an intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call.</p> <p>Wireline Telephone Toll Service traffic is subject to each parties' applicable access tariff rates.</p> <p>Whether the traffic is a wireless or wireline call:</p> <p>1) The FCC rate for ISP Information Service traffic is \$.0007;</p> <p>2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and,</p> <p>3) Transit Service traffic is subject to a TELRIC Rate.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
Att. 3	Att. 3	AT&T Issue	<u>6.3 Billing For Reciprocal Compensation:</u>	Yes. AT&T's	This/these

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Issue 17	Section 6.3	<p>Description: Is AT&T's language for Billing for Reciprocal Compensation the appropriate language?</p> <p>Sprint Issue Description: What billing and recording provisions are appropriate?</p>	<p><u>6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.</u></p> <p><u>6.3.2 The Parties recognize that Sprint PCS may not have the technical ability to measure actual usage and bill AT&T 9-STATE pursuant to this Agreement.</u></p> <p><u>6.3.3 To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T 9-STATE-to-Sprint PCS Section 251(b)(5) Calls traffic, Sprint PCS shall bill AT&T 9-STATE, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.</u></p> <p><u>6.3.4 Where Sprint PCS cannot record AT&T 9-STATE-originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be equal to the Shared Facility Factor, stated in the Pricing Schedule. When using the surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section 251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) Sprint PCS-to-AT&T 9-STATE (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T 9-STATE's monthly bill to Sprint PCS), divided by the difference of one (1) minus the Shared Facility Factor, multiplied by (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T 9-STATE the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence.</u></p>	language is specific and addresses all the necessary areas. Complete terms for the recording, invoicing and billing of reciprocal compensation are necessary in order to avoid potential billing disputes between the Parties.	provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p align="center"><u>EXAMPLE</u></p> <p><u>Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Shared Facility Factor)] * Shared Facility Factor</u></p> <p><u>Mobile-to-Land Conversation MOU's = 15,000</u> <u>Shared Facility Factor = .20</u> <u>Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20 =3,750 Conversation MOU's</u></p> <p><u>6.3.5 When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T 9-STATE billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts.</u></p> <p><u>6.3.6 Except as provided in this Section, see the General Terms and Conditions for general billing requirements.</u></p> <p>Sprint Language</p> <p><u>6.3 Recording and Billing for Authorized Services Traffic.</u> <u>6.3.1 Each Party will perform the necessary recording for all</u></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i><u>calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</u></i></p> <p><i><u>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</u></i></p> <p><i><u>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u></i></p> <p><i><u>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></i></p> <p><i><u>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate..</u></i></p> <p><i><u>6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service 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 those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic</u></i></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>routing of the Parties.</i></p> <p><i>6.3.6.2 Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service 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 those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</i></p> <p><i>[6.3. 7 Conversion to Bill and Keep is a separate issue below.]</i></p> <p><i>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></p>		
Att. 3 AT&T Issue 18	Sprint Section 6.3.7	AT&T Issue: Is it appropriate to require wireless companies to demonstrate that Section 251(b)(5)	<p><u>6.3.7 Upon mutual agreement that qualifying traffic between the Parties has been within +-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between ATT-Tennessee and Sprint in ATT-</u></p>	Yes. Bill and Keep is only appropriate for Section 251(b)(5) Traffic and ISP-Bound Traffic	This/these provision(s) should be substantively the same whether a single ICA or

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>Traffic and ISP-Bound Traffic is roughly balanced with the ILEC's traffic to obtain and maintain a Bill and Keep arrangement?</p> <p>Sprint Issue Description: When should otherwise compensable traffic be exchanged on a Bill and Keep basis?</p> <p>Sprint Issue description: When should otherwise compensable traffic be exchanged on a Bill and Keep basis</p>	<p><u>Tennessee so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, InterMTA Traffic , Transit Traffic or Terminating InterMTA Traffic .</u></p> <p><u>6.3.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is “In-Balance.” In- balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).</u></p> <p><u>6.3.7.2 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.</u></p> <p><u>6.3.7.3 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, \$0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.</u></p> <p><u>6.3.7.4 Once \$0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.</u></p>	<p>originated and terminated between AT&T and Sprint in Tennessee so long as qualifying traffic between the parties remains in balance. AT&T believes that the Act and FCC rules do not allow a state Commission to deprive carriers of reciprocal compensation for Local Traffic unless a carrier can demonstrate that its traffic is roughly balanced with the ILECs traffic. 47 CFR § 51.713 (b) provides in pertinent part that “[a] state commission may impose bill and keep arrangements if the state</p>	<p>two separate ICAs are used.</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>6.3.7.5 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.</u></p> <p><u>6.3.7.6 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable.</u></p> <p><u>6.3.7.7 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.</u></p> <p><u>6.3.7.8 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for</u></p>	<p>commission determines that the amount of Local telecommunications traffic from one network to the other is roughly in balance with the amount of Local telecommunications traffic flowing in the opposite direction.”</p> <p>AT&T’s position is that Section 251(b)(5) traffic and ISP-Bound traffic may be considered as “in-balance” based on the threshold defined in Sections 6.3.7.1 through 6.3.7.3 proposed language.</p> <p>In paragraph 1113 in the First Report and Order, it states, “We further conclude that states may</p>	

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>such traffic with interest outlined in Attachment 7 - Billing.</u></p> <p><u>6.3.7.9 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.</u></p> <p><u>6.3.7.10 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement.</u></p> <p><u>Sprint Language.</u></p> <p><i>6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic.</i></p> <p><i>a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then</i></p>	<p>adopt specific thresholds for determining when traffic is roughly balanced. If state commissions impose bill-and-keep arrangements, those arrangements must either include provisions that impose compensation obligations if traffic becomes significantly out of balance or permit any party to request that the state commission impose such compensation obligations based on a showing that the traffic flows are inconsistent with the threshold adopted by the state”. Footnote 2717 in the First Report and Order states, “For</p>	

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><i>either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone</i></p>	<p>example, the Michigan Commission adopted a five percent threshold for the difference between the traffic flows in the two directions". The Michigan decision for the percentage differential is consistent with what AT&T is proposing in this state. AT&T is proposing that traffic exchanged between the Parties is in balance within +/- five percent of equilibrium (50%).</p>	

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Wireless Decision Point List – All Appendices**

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			<p><i>Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i></p>		
Att. 3 AT&T Issue 19	Att. 3 Section 6.4	<p>AT&T Issue description: Should InterMTA Traffic, both originating and terminating, be subject to Access Charges?</p> <p>Sprint Issue Description: How should each Party be compensated for terminating</p>	<p><u>6.4 Compensation For Intermta Traffic:</u></p> <p><u>6.4.1 Terminating InterMTA Traffic:</u></p> <p><u>6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.</u></p> <p><u>6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be</u></p>	Yes. AT&T's language, which provides for access charges for InterMTA traffic, is consistent with the FCC's First Report and Order implementing the Act.	The FCC First Report and Order, as well as Section 251(g) only contemplated access to continue to be charged in the same manner that it had been prior to the Act, until such time

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Wireless Decision Point List – All Appendices**

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		interMTA Traffic on its network that was originated on the other Party's network?	<p><u>routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.</u></p> <p><u>6.4.1.3 Sprint PCS agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all Sprint PCS-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T 9-STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint PCS fails to populate JIP in accordance with the industry standard, then AT&T 9-STATE will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO") to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.</u></p> <p><u>6.4.1.4 AT&T 9-STATE will perform traffic studies quarterly to determine if Sprint PCS is sending terminating InterMTA traffic over Local Interconnection or Equal Access trunks. If Sprint PCS is sending such traffic, AT&T 9-STATE will update the percentage of terminating InterMTA Traffic billed to Sprint PCS in accordance with results of such studies. AT&T 9-STATE agrees to notify Sprint PCS of updates to the terminating InterMTA traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA traffic for the following quarter. Further,</u></p>		the FCC changed its applicable rules. Prior to and since passage of the the Act, the FCC has consistently held that CMRS providers are not IXCs. Further, it reserved to itself any consideration of the application of access charges to wireless interMTA traffic on a case-by-case basis, which, to date, it has not acted. Pursuant to Rule 20.11, the only existing basis to impose any charges for interMTA traffic is under the principles of mutual, reasonable

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Wireless Decision Point List – All Appendices**

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			<p><u>the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.</u></p> <p><u>6.4.2 Originating Landline-to-Sprint PCS InterMTA Traffic:</u></p> <p><u>6.4.2.1 For AT&T 9-STATE originated landline-to-Sprint PCS traffic that, at the beginning of the call: (a) originates on AT&T 9-STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint PCS's End User located in another MTA, AT&T 9-STATE shall charge and Sprint PCS shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached hereto. Sprint PCS shall not charge and AT&T 9-STATE shall not pay reciprocal compensation for originating landline-to-Sprint PCS InterMTA Traffic.</u></p> <p><u>6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint PCS Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T 9-STATE's End Users that are delivered to Sprint PCS's network over the Interconnection Trunks.</u></p> <p><i>Sprint Language.</i></p> <p><i>6.4 Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless</i></p>		<p>compensation paid by the originating carrier to the terminating network. AT&T will incur the same cost to terminate a Sprint originated minute whether it is an inter or intraMTA MOU handed over the Interconnection Facilities. Therefore, it is reasonable for AT&T to charge Sprint the same intraMTA rate to terminate either type of MOU. Sprint, however, will typically incur greater cost to terminate an AT&T-originated interMTA call because of additional switching and distance to</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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			<p><i>entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT& 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.</i></p> <p><i>6.4.1 Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.</i></p> <p><i>6.4.2 Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile</i></p>		<p>terminate such a call. Therefore, Sprint should be compensated at a higher rate to terminate an AT&T-originated interMTA call than it does to terminate an AT&T-originated intraMTA call handed to Sprint over the Interconnection Facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><i>InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.</i></p> <p><i>6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.</i></p> <p><i>6.4.4 To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for the same MOUs.</i></p>		

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Wireless Decision Point List – All Appendices**

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Att. 3 AT&T Issue 20	What provision is appropriate regarding representations with respect to switched access services traffic?	Att. 3 Section 6.1.4 and 6.1.5.2	<p>6.1.4 <i>Except to the extent permitted by law, n</i>Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as <u>Section 251 (b) 5 Traffic traffic</u> for purposes of payment of reciprocal compensation.</p> <p>6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of <u>ISP ISPany</u> traffic and the associated compensation.</p>	Sprint's language allows for uncertainty where none should exist and could result in future disputes. The interconnection agreement has intervening law provisions in the event some sort of traffic has a different compensation mechanism in the future.	This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 3 AT&T Issue 21	Att. 3 AT&T Section 6.11, Sprint Section 6.10	What Wireless Meet Point Billing provisions are appropriate?	<p><u>6.11 Wireless Meet Point Billing</u></p> <p><u>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 AT&T 9-STATE's network from an originating telecommunications carrier other than AT&T 9-STATE and terminating to a telecommunications carrier other than AT&T 9-STATE or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in</u></p>	AT&T proposes to retain the same language as in the previous interconnection agreement.	It is inconsistent for AT&T to seek/claim a different default percentage of a given route than the shared facility percentage that may be in place between the parties for a given route. Sprint has edited to state a default percentage between the

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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			<p><u>Meet Point Billing will be delivered by AT&T 9-STATE, 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 AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE 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% AT&T 9-STATE 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. AT&T 9-STATE and Sprint PCS acknowledge that the exchange of 1150 records will not be required.</u></p> <p><u>6.11.2 Meet Point Billing will be provided for traffic which transits AT&T 9-STATE's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with AT&T 9-STATE and will deliver all transit traffic to AT&T 9-STATE over such access tandem level interconnections. Additionally, exchange of</u></p>		<p>Parties of 50-50.</p> <p>Specifically struck the 800 data base query charge – that is charge to IXC, not to interconnecting carrier.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

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Wireless Decision Point List – All Appendices**

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			<p><u>records will necessitate both the originating and terminating networks to s</u></p> <p><u>reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&T 9-STATE and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.</u></p> <p><u>6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE'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 AT&T 9-STATE.</u></p> <p><u>6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing to IXC's for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.</u></p> <p>Sprint Language</p> <p><i>6.10 Wireless Meet Point Billing</i></p> <p><i>6.10.1 For purposes of this Agreement, Wireless Meet</i></p>		

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Wireless Decision Point List – All Appendices

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			<p><u>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 where both Parties are providing such service to an IXC, and Transit Service calls that transit AT&T 9-STATE's network from an originating Telecommunications carrier other than AT&T 9-STATE and terminating to a Telecommunications carrier other than AT&T 9-STATE or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for Transit Service traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&T 9-STATE, 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.</u></p> <p><u>6.10.2 Parties participating in Meet Point Billing with AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE 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), and (2) a Billing Interconnection Percentage. A default Billing Interconnection Percentage of 50% AT&T 9-STATE and 50% Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must support Meet Point Billing for all Jointly Provided Switched Access calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB)</u></p>		

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Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>guidelines. AT&T 9-STATE and Sprint acknowledge that the exchange of 1150 records will not be required.</i></p> <p>6.10.3 <i>Meet Point Billing will be provided for Transit Service traffic which transits AT&T 9-STATE's network at the Tandem level only. Parties desiring Meet Point Billing will subscribe to Tandem level Interconnections with AT&T 9-STATE and will deliver all Transit Service traffic to AT&T 9-STATE over such 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 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. AT&T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.</i></p> <p>6.10.4 <i>In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of calls. Should Sprint desire to avoid such charges Sprint may perform the appropriate LNP data base query prior to delivery of such traffic to AT&T 9-STATE.</i></p> <p>6.10.5 <i>Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&T 9-</i></p>		

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Wireless Decision Point List – All Appendices**

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			STATE at the Transit Service Rate for Sprint-originated Transit Service traffic delivered to AT&T 9-STATE network, which terminates to a Third Party network. Meet Point Billing to IXCs for Jointly Provided Switched Access traffic will occur consistent with the most current MECAB billing guidelines.																				
Att. 3 AT&T Issue 22	Att. 3 Pricing Sheet (Wireless)	<p>AT&T Issue description: What should be the rates for traffic exchanged under the interconnection agreement?</p> <p>Sprint Issue description: What Pricing Sheet provisions are appropriate?</p>	<p align="center"><u>PRICING SHEET (WIRELESS)</u></p> <p align="center"><u>TENNESSEE</u></p> <p align="center"><u>ATTACHMENT 3 - NETWORK INTERCONNECTION</u></p> <p><u>1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</u></p> <table><tr><td><u>Type 2A</u></td><td><u>Type 2B</u></td><td><u>Type 1</u></td></tr><tr><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td></tr></table> <p><u>2. Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks to AT&T 9-STATE End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows:</u></p> <p><u>Per DS0 trunk (voice grade)</u></p> <table><tr><td></td><td><u>Per Month</u></td><td><u>USOC</u></td></tr><tr><td colspan="3"><u>Type 2B Dedicated End Office</u></td></tr><tr><td><u>Type 2B - MF</u></td><td><u>\$6.30</u></td><td><u>MRSSD</u></td></tr><tr><td><u>Type 2B - SS7</u></td><td><u>\$6.30</u></td><td><u>MRSSE</u></td></tr></table>	<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>		<u>Per Month</u>	<u>USOC</u>	<u>Type 2B Dedicated End Office</u>			<u>Type 2B - MF</u>	<u>\$6.30</u>	<u>MRSSD</u>	<u>Type 2B - SS7</u>	<u>\$6.30</u>	<u>MRSSE</u>	See Issue 15. Consistent with the FCC's <i>ISP Remand Order</i> , AT&T proposes the FCC ISP rate for Section 251 (b) 5 traffic and proposes the existing access rates for InterMTA traffic.	<p>Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues.</p> <p>Usage Rates: Sprint is willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as "Negotiated Rates" to avoid need for updated AT&T TELRIC studies:</p>
<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>																					
<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>																					
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<u>Type 2B - SS7</u>	<u>\$6.30</u>	<u>MRSSE</u>																					

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Wireless Decision Point List – All Appendices**

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			<p><u>3. Shared Facility Factor</u> <u>Provided to WSP Quarterly by AT&T 9-STATE</u></p> <p><u>4. Terminating InterMTA Rates</u></p> <p><u>4.1 Terminating IntraState InterMTA Traffic Rate \$.006165</u> <u>4.2 Terminating InterState InterMTA Rate \$.006165</u></p> <p><u>5. Originating Landline to WSP InterMTA Traffic</u> <u>5.1 Originating Landline to WSP InterMTA Traffic Rate \$.006165</u> <u>5.2 Originating Landline to WSP InterMTA Traffic Percent 6%</u></p> <p>Sprint Language</p> <p><i>TENNESSEE PRICING SHEET</i></p> <p><i>Unless expressly identified to be a “Negotiated” Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.</i></p> <p><i>A. Interconnection Facility/Arrangements Rates will be provided at the lower of:</i></p> <p><i>- Existing Prices;</i> <i>- Negotiated Prices [TBD];</i> <i>- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i> <i>- AT&T Tariff Prices at 35% reduction;</i> <i>- AT&T TELRIC Prices [TBD]</i></p>		<p>1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate \$.00035</p> <p>- OR –</p> <p>2) All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.00035 End Office; and, Transit Service Rate \$0.00035</p> <p>- OR –</p> <p>3) A. Wireless:</p> <p>- IntraMTA Rates:</p> <p> Type 2A: \$0.0007</p> <p> Type 2B: \$0.00035</p> <p>- Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014;</p> <p>- Land-to-Mobile</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:</i></p> <ul style="list-style-type: none"> - <i>Negotiated Prices [TBD];</i> - <i>AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i> - <i>AT&T TELRIC Prices [TBD]</i> <p><i>Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:</i></p> <p><i>1) Wireless:</i></p> <ul style="list-style-type: none"> - <i>IntraMTA Rates:</i> <ul style="list-style-type: none"> <i>Type 2A: [TBD*]</i> <i>Type 2B: [TBD*]</i> - <i>Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]</i> - <i>Land-to-Mobile Terminating InterMTA Factor: 2%</i> <p><i>2) Wireline:</i></p> <ul style="list-style-type: none"> - <i>Telephone Exchange Service Rate: [TBD*]</i> - <i>Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate</i> <p><i>3) As to following type of traffic, whether wireless or wireline traffic:</i></p> <ul style="list-style-type: none"> - <i>Information Services Rate: .0007</i> - <i>Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</i> - <i>Transit Service Rate: [TBD*]</i> 		<p>Terminating InterMTA Factor: 2%;</p> <p><u>B. Wireline</u></p> <ul style="list-style-type: none"> - Telephone Exchange Service Rate: \$0.0007; - Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate; <p>C. Either Wireless or Wireline:</p> <ul style="list-style-type: none"> - Information Services Rate: No Rate - Bill and Keep; - Interconnected VoIP Rate: No Rate - Bill and Keep; and, - Transit Service Rate: \$0.00035 <p>This/these provision(s) should be</p>

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					substantively the same whether a single ICA or two separate ICAs are used.
Att. 5 AT&T Issue 1	Att. 5 Section 3.3.3	Are both test numbers as proposed by AT&T appropriate?	<p><u>3.3.3 Each Party is responsible for providing to the other, valid test numbers; one number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.</u></p> <p>Sprint Language</p> <p><i>3.3.3 Each Party is responsible for providing to the other, valid test number; terminating to a milliwatt tone . Number should remain in service indefinitely for regressive testing purposes.</i></p>	Yes. AT&T requests two test numbers since the two numbers are used to conduct different tests, or are for different purposes. Both tests can not be accomplished from one test number.	
Att. 7 AT&T Issue 1	Att. 7 Section 1.1	AT&T Issue: Should the Parties' contractual obligations include payment in full for all billed amounts, rather than undisputed amounts?	<p><u>1.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.</u></p> <p>Sprint Language</p> <p><i>1.1 Unless otherwise stated, each Party will render monthly bill(s) and pay in full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.</i></p>	Yes. The Parties have a general obligation to remit payment in full by the Bill Due Date. Parties should follow the Dispute Resolution process for disputed amounts.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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					If two separate ICAs are used, the section 1.11 provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.
Att. 7 AT&T Issue 2	Att. 7 Section 1.2.1	AT&T Issue: Should reciprocal compensation invoices provide enough detail to allow verification of billing?	<p><u>1.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from CMRS Provider shall contain detail to substantiate billed traffic which originates from AT&T-9 STATE's network.</u></p> <p>Sprint Language</p> <p><i>1.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services.</i></p>	Yes. Invoices should contain sufficient detail to allow verification of billing when the billed traffic originates from AT&T's network.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 3	Att. 7 Section 1.2.4	AT&T Issue: Is it appropriate for the Interconnection Agreement to	<p><u>1.2.4 The Parties will provide a remittance document with each invoice identifying:</u></p> <p><u>Remittance address</u></p>	Yes. Invoices should contain sufficient detail to allow verification of	Except for section 1.11, which is wireline-specific,

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		contain detailed requirements specific to the bills created and rendered pursuant to the agreement?	<p><u>Invoice number and/or billing account number</u> <u>Summary of charges</u> <u>Amount due</u> <u>Payment Due Date (at least thirty (30) days from the invoice date)</u></p> <p>Sprint Language <i>Section deleted by Sprint</i></p>	billing and to ensure accurate posting of payments.	these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 4		AT&T Issue: Should the term “traffic usage” or “reciprocal compensation” be used?	<p><u>1.2.6 Reciprocal compensation invoices will be based on Conversation MOUs for all Section 251(b)(5) Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</u></p> <p>Sprint Language <i>1.2.5 Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</i></p>	The term reciprocal compensation is appropriate as it is consistently used throughout the industry and with regulators.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 5	Att. 7 Section 1.2.7	AT&T Issue: Should a Party include charges on a bill that cannot be verified?	<p><u>1.2.7 Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Third Party Traffic. If CMRS Provider does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then CMRS Provider shall deduct from the amount of total Conversation MOU on its bill to AT&T-9 STATE (for reciprocal compensation) a percentage that is equal to the percentage that Third Party</u></p>	No. Invoices should contain sufficient detail to allow verification of billing.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Traffic minutes bear to the total billed Conversation MOU on AT&T-9 STATE's bill to CMRS Provider (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to CMRS Provider over the Interconnection Trunks.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>		same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 6	Att. 7 Section 1.2.8 Sprint Sections 1.2.6 and 1.2.7	AT&T Issue: How much detail should the reciprocal compensation invoice include?	<p><u>1.2.8 CMRS Provider will invoice AT&T-9 STATE for reciprocal compensation by state, based on the terminating location of the call. CMRS Provider will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T-9 STATE and CMRS Provider takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. AT&T-9 STATE will invoice CMRS Provider for reciprocal compensation by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.</u></p> <p>Sprint Language</p> <p><i>1.2.6 Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call.</i></p> <p><i>1.2.7 Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of</i></p>	AT&T's language provides the appropriate level of detail to ensure proper billing. This language is necessary in order to avoid potential disputes between the Parties.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>calls and Conversation MOUs for each terminating office.</i>		
Att. 7 AT&T Issue 7	Att. 7 Section 1.2.9	AT&T Issue: Is AT&T's language reasonable ?	<p><u>1.2.9 When AT&T-9 STATE is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, CMRS Provider will separately invoice AT&T-9 STATE for AT&T-9 STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) days following receipt by CMRS Provider of AT&T-9 STATE's invoice.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>	Yes. It is appropriate to allow Sprint to bill AT&T for AT&T's proportionate share of such facilities and thirty (30) days after receipt of the invoice provides adequate time to do so.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 8	Att. 7 Section 1.2.10	AT&T Issue: Should netting of payments be allowed?	<p><u>1.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>	No. Netting of payments should not be allowed because it would create an unreasonable administrative burden on both Parties and would not allow for transparent accounting practices.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Att. 7 AT&T Issue 9	Att. 7 Section 1.4	AT&T Issue: Should AT&T be allowed to charge Late Payment Charges if the customer receives the bill later than 5 days after the invoice date?	<p><u>1.4 If any charge incurred by AT&T-9 STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-9 STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.</u></p> <p>Sprint Language</p> <p><i>1.4 Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.</i></p>	Yes. Applying Late Payment Charges is a standard and customary practice used by businesses to encourage timely payments from customers. If Sprint chooses to receive bills by a means other than electronic bill delivery, AT&T loses its ability to control timely bill delivery and should not be penalized. Sprint's proposed language would in essence, extend the Bill Due Date by a complete billing cycle.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 10	Att. 7 Section 1.5	AT&T Issue: Is it reasonable to expect payments to be submitted with proper Remittance Information?	<p><u>1.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-9 STATE. If the Remittance Information is not received with payment, AT&T-9 STATE will be unable to apply amounts paid to CMRS Provider's accounts. In such event, AT&T-9 STATE shall hold such funds until the Remittance Information is received. If AT&T-9 STATE does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.</u></p> <p>Sprint Language</p>	Yes. AT&T's language provides for the reasonable expectation that Sprint will supply accurate Remittance Information. Without the proper Remittance Information, it	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>1.5 Payment is considered to have been made when an Electronic Funds Transfers (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.</i>	would be impossible to post payments accurately to accounts.	ICAs are used.
Att. 7 AT&T Issue 11	Att. 7 Section 1.8	AT&T Issue: Is it necessary for the contract to state that non-electronic funds transfers may be delayed which may result in Late Payment Charges being applied?	<p><u>1.8 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CMRS Provider is responsible for any Late Payment Charges resulting from CMRS Provider's failure to use electronic funds credit transfers through the ACH network.</u></p> <p><i>Sprint Language</i></p> <p><i>Section deleted by Sprint</i></p>	Yes. It is important to contractually acknowledge the fact that payments not made via the ACH network will not be posted immediately and as such, Late Payment Charges may apply.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 12	Att. 7 Section 1.9 Sprint Section 1.8	AT&T Issue: Is it reasonable to require disputed amounts be placed into an interest bearing escrow account?	<p><u>1.9 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.</u></p> <p><i>Sprint Language</i></p>	Yes. AT&T's language is appropriate and reasonable and should be adopted. With the instability of the current economic times, it is reasonable to require Sprint to escrow disputed amounts so it does not use the dispute process as a mechanism to	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>1.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party.</i>	delay and/or avoid payment. In contrast, Sprint opposes any escrow requirement, proposing instead that it should be able to dispute its bills and withhold payment regardless of the dispute's merits. Sprint's language imposes inappropriate financial risk on AT&T and should be rejected.	
Att. 7 AT&T Issue 13	Att. 7 Section 1.10	AT&T Issue: Is it appropriate for the agreement to contain escrow provisions?	<p><u>1.10 Requirements to Establish Escrow Accounts.</u></p> <p><u>1.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:</u></p> <p><u>1.10.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</u></p> <p><u>1.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u></p> <p><u>1.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u></p> <p><u>1.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow</u></p>	Yes. Consistent with AT&T's assertion that disputed amounts are to be placed into an escrow account, (see issue 12 preceding) the agreement should provide detailed information on the process and requirements for doing such.	No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>account will meet all of the following criteria:</u></p> <p><u>1.10.2.1 The escrow account must be an interest bearing account;</u></p> <p><u>1.10.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u></p> <p><u>1.10.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</u></p> <p><u>1.10.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</u></p> <p><u>1.10.2.5 disbursements from the escrow account will be limited to those:</u></p> <p><u>1.10.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or :</u></p> <p><u>1.10.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7 below; or</u></p> <p><u>1.10.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator 's award pursuant to Section 12.7 below.</u></p> <p><u>1.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.3 below.</u></p> <p><u>1.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in Section 12.0 below.</u></p> <p><u>1.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions</u></p>		<p>concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.</p>

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>are completed:</u></p> <p><u>1.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;</u></p> <p><u>1.13.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u></p> <p><u>1.13.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</u></p> <p><u>1.13.4 no later than the third (3rd) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.3 above.</u></p> <p><u>1.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.13.1 above and Section 10.13.3 above are completed within the times specified therein.</u></p> <p><u>1.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.13 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.</u></p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>Sprint Language</p> <p><i>Sections deleted by Sprint</i></p>		
Att. 7 AT&T Issue 14	Att. 7 Section 2.1	AT&T Issue: Should the contract include provisions for non-payment?	<p><u>2.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 2.12 below through Section 2.10 below inclusive, shall be applied separately for each such state.</u></p> <p><u>2.2 Failure to pay charges shall be grounds for disconnection of Interconnection products and/or services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.</u></p> <p>Sprint Language</p> <p><i>Sections deleted by Sprint</i></p>	Yes. It is reasonable to include provisions for discontinuing services for non-payment. Absent such provisions, it is unclear how the Parties will handle disconnection for non-payment situations. In addition, fifteen (15) calendar days' notice is ample time for Sprint to respond to a Discontinuance Notice.	
Att. 7 AT&T Issue 15	Att. 7 Section 2.3, Sprint Section 2.1	AT&T Issue: Which language is more appropriate?	<p><u>2.3 AT&T-9 STATE will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.</u></p> <p>Sprint Language</p> <p><i>2.1 Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</i></p>	AT&T's language is clearer and reflects its commitment to abide by any state law or order.	

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Att. 7 AT&T Issue 16	Att. 7 Section 2.4	AT&T Issue: Should the contract provide requirements handling Unpaid Charges?	<p><u>2.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</u></p> <p><u>2.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute;</u> <u>and</u></p> <p><u>2.4.2 pay all undisputed Unpaid Charges to the Billing Party;</u> <u>and</u></p> <p><u>2.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and</u></p> <p><u>2.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.0 below.</u></p> <p><u>Sprint Language</u></p>	Yes. The contract should provide details on how Unpaid Charges will be handled. Absent such language, it is unclear how the Parties will handle unpaid charges, whether disputed or undisputed.	

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>Sections deleted by Sprint</i>		
Att. 7 AT&T Issue 17	Att. 7 Section 2.10.1.1	AT&T Issue: What is an appropriate limitation on back-billing?	<p><u>2.10.1.1 Back-bill for or Claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge</u></p> <p><u>2.10.1.2 Back-billing and credit Claims, as limited above, will apply to all Interconnection products and/or services</u></p>	<p>Twelve months is a reasonable limitation for back-billing. This is actually less time than allowed by Tennessee statute 28-3-109.</p> <p>Six months is an insufficient time for the Parties to identify any and all billing discrepancies and/or errors that would require back-billing.</p>	

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Sprint language bold italics

AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>purchased under this Agreement.</u></p> <p>Sprint Language</p> <p><i>Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than six (6) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6) months from the date of the final order allowing or approving such charge</i></p>		
Att. 7 AT&T	Att. 7 Section 3.0	AT&T Issue: Is it appropriate to	<p><u>3.0 Dispute Resolution</u></p> <p><u>3.1 Finality of Disputes:</u></p>	Yes. It is appropriate to	Sprint proposes the Dispute

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Sprint language bold italics

**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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Issue 18		include process and timeframes specific to Dispute Resolution in the contract?	<p><u>3.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.</u></p> <p><u>3.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.</u></p> <p><u>3.2 Alternative to Litigation:</u></p> <p><u>3.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.</u></p> <p><u>3.3 Commencing Dispute Resolution:</u></p> <p><u>3.3.1 Dispute resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate dispute resolution methods:</u></p> <p><u>3.3.1.1 Service Center dispute resolution</u> <u>3.3.1.2 Informal dispute resolution; and</u> <u>3.3.1.3 Formal dispute resolution, each of which is described below.</u></p> <p><u>3.4 Service Center dispute resolution - the following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to</u></p>	include enough detail as proposed by AT&T Tennessee to guide the Parties through dispute resolution to avoid further disputes.	Resolution language from the original agreement with the changes shown.

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>AT&T for Disputed Amounts must be made on the “Billing Claims Dispute Form.”</u></p> <p><u>3.4.1 If the written notice given pursuant to this Section 12.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 11.4 shall be used.</u></p> <p><u>3.4.2 For a dispute submitted by the CMRS Provider, the dispute shall first be processed by the appropriate service center for resolution.</u></p> <p><u>3.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written notice of</u></p> <p><u>3.4.3.1 the date of the bill in question,</u></p> <p><u>3.4.3.2 the account number or other identification (CMRS Provider must provide the CBA/ESBA/ASBS or BAN number) of the bill in question,</u></p> <p><u>3.4.3.3 telephone number, circuit ID number or trunk number in question,</u></p> <p><u>3.4.3.4 any USOC (or other descriptive information) information relating to the item questioned,</u></p> <p><u>3.4.3.5 amount billed,</u></p> <p><u>3.4.3.6 amount in dispute, and</u></p> <p><u>3.4.3.7 the reason that the Disputing Party disputes the billed amount.</u></p> <p><u>3.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a “dispute”. Failure to provide the information and evidence required by Section 12.0 above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CMRS</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>Provider's irrevocable and full waiver of its right to dispute the subject charges.</u></p> <p><u>3.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the invoicing Party's receipt of notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) days of such sixty (60) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.</u></p> <p><u>3.4.6 If the Parties are not able to resolve their billing disputes, either Party may inform the other Party in writing that it is invoking the informal dispute resolution provisions of this Agreement.</u></p> <p><u>3.5 Informal Dispute Resolution:</u></p> <p><u>3.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 above or Section 12.4.6 above each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>3.6 Formal Dispute Resolution:</u></p> <p><u>3.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5 above, then either Party may invoke the formal dispute resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating dispute resolution under Section 12.3 above.</u></p> <p><u>3.6.2 Claims Subject to Mandatory Arbitration:</u></p> <p><u>3.6.2.1 The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below.</u></p> <p><u>3.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating dispute resolution. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating dispute resolution above, the Parties will annualize the actual number of months billed.</u></p> <p><u>3.6.3 Claims Subject to Elective Arbitration</u></p> <p><u>3.6.3.1 Claims will be subject to elective arbitration pursuant to Section 12.7 below if, and only if, the Claim is not settled through informal dispute resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.</u></p> <p><u>3.6.4 Claims Not Subject to Arbitration:</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>3.6.4.1 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.</u></p> <p><u>3.6.4.2 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism</u></p> <p><u>3.6.4.3 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.</u></p> <p><u>3.6.4.4 Actions to compel compliance with the dispute resolution process.</u></p> <p><u>3.6.4.5 All Claims arising under federal or state statute(s), including antitrust Claims.</u></p> <p><u>3.7 Arbitration:</u></p> <p><u>3.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, San Francisco, California for AT&T CALIFORNIA; Reno, Nevada for AT&T NEVADA; or New Haven, Connecticut for AT&T CONNECTICUT, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator.</u></p>		

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

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			<p><u>The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in Section 12.0 above may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.</u></p> <p>Sprint Language</p> <p>3.0 Dispute Resolution</p> <p>3.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by <i>the Billing Party</i>. The dispute must be clearly explained by <i>the Disputing Party</i> and supported by written documentation from <i>the Disputing Party</i>, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a</p>		

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**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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			<p>Bona Fide 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 Bona Fide Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved the Disputing Party will make immediate payment on 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 Bona Fide Dispute, will be applied to the Disputing Party's account by the Billing Party immediately upon resolution of the dispute.</p> <p>3.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.</p> <p>3.3 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Billing Party rejects the Disputing Party's Bona Fide Billing Dispute, the Billing Party assumes the responsibility to provide the Disputing Party with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:</p> <p>3.3.1 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to</p>		

**AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

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			<p>the third level of management for each of the respective Parties for resolution.</p> <p>3.3.2 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.</p> <p>3.3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the <i>Bona Fide</i> Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. <i>The Billing Party</i> shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.</p>		
Att. 12 AT&T Issue 1	Att. 12 Section 1.1	Is the language proposed by Sprint necessary and appropriate?	<p>1. INTRODUCTION</p> <p>1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) to Sprint PCS for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router solely solely for the purpose of Call Routing of Sprint PCS 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. <u>The trunking requirements contained in this Attachment are to be used solely for Sprint PCS Wireless 911 call routing.</u> The trunking requirements contained in this Attachment are to be used solely for Sprint PCS Wireless 911 call routing. Sprint is</p>	No. Comingling of wireless and wireline 911 traffic poses many serious implications and particularly when 911 and public safety concerns are at issue. However, the Parties continue to work on language for E911.	

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AT&T Tennessee and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.</i>		

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