

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 04/08/99
8. DOCKET NO: A-310830	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: OMNIPOINT COMMUNICATNS SVCS LLC

COMP/APP COUNTY:

UTILITY CODE: 310830

ALLEGATION OR SUBJECT

4/8/99-JOINT PETITION OF BELL ATLANTIC-PA, INC., AND OMNIPOINT COMMUNICATIONS, INC., FOR APPROVAL OF AN INTERCONNECTION AGREEMENT.

**DOCKETED**  
JUN 14 1999

**DOCUMENT  
FOLDER**

Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32  
Philadelphia, PA 19103  
Tel: (215) 963-6023  
Fax: (215) 563-2658

Christopher M. Arfaa  
Regulatory Counsel

**ORIGINAL**  
April 8, 1999



RECEIVED

VIA FEDERAL EXPRESS

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
North Street & Commonwealth Avenue  
North Office Building - Room B20  
Harrisburg, PA 17120

DOCUMENT  
FOLDER

APR 08 1999

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

A-310830

RE: Joint Petition of Bell Atlantic - Pennsylvania, Inc. and Omnipoint  
Communications, Inc. for Approval of an Interconnection Agreement

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Petition of Bell Atlantic - Pennsylvania, Inc. ("BA-PA"), and Omnipoint Communications, Inc. for Approval of a Resale Agreement between BA-PA and Omnipoint Communications, Inc.

Please date stamp the enclosed additional copy and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

*Christopher M. Arfaa /dc*  
Christopher M. Arfaa

CMA/dc

Enclosure

cc: Jerry O'Brien, Senior Director (Via Federal Express)  
Attached Certificate of Service

EEF

**ORIGINAL**

BEFORE THE PUBLIC UTILITY COMMISSION  
OF  
THE COMMONWEALTH OF PENNSYLVANIA

**DOCKETED**

APR 14 1999

**JOINT PETITION OF  
BELL ATLANTIC - PENNSYLVANIA, INC.  
AND OMNIPOINT COMMUNICATIONS, INC.  
FOR APPROVAL OF AN INTERCONNECTION  
AGREEMENT UNDER SECTION 252(e) OF THE  
TELECOMMUNICATIONS ACT OF 1996.**

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

A-310830  
PUC Docket No.  
**RECEIVED**

APR 08 1999

**DOCUMENT  
FOLDER**

**JOINT PETITION**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Bell Atlantic - Pennsylvania, Inc. ("BA-PA"), and Omnipoint Communications, Inc. ("Omnipoint"), respectfully submit for the Commission's approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act"),<sup>1</sup> the attached Interconnection Agreement dated November 24, 1998 (the "Agreement").<sup>2</sup> BA-PA is authorized to represent that Omnipoint has reviewed this petition and concurs with it. (See attached letter.) The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating Omnipoint's provision of commercial mobile radio service ("CMRS") to both residential and business customers in Pennsylvania. The Agreement promotes comprehensive local competition in Pennsylvania as envisioned by the General Assembly when it authorized local telephone service competition in Chapter 30 and by Congress in the 1996 Act. Omnipoint and BA-

<sup>1</sup> Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

<sup>2</sup> BA-PA and Omnipoint make this filing pursuant to Section 252(e) of the 1996 Act and the Commission's Order entered June 3, 1996 in *In Re: Implementation of the Telecommunications Act of 1996*, Pa. P.U.C. Docket No. M-00960799.

PA, therefore, respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

In support of this request, BA-PA and Omnipoint state as follows:

### **THE PARTIES**

1. BA-PA is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.

2. Omnipoint is a telecommunications company that has been granted authority by the Federal Communications Commission to provide CMRS service in Pennsylvania.

### **THE AGREEMENT**

3. Omnipoint has exercised its right under Section 252 (i) of the 1996 Act to opt into the BA-PA/WirelessCo Communications Interconnection Agreement which the Commission approved on August 22, 1997 in Case No. A-310534. The BA-PA/Omnipoint agreement is based on that approved agreement.

4. The Agreement sets forth the terms, conditions and prices under which BA-PA and Omnipoint will offer and provide network interconnection, reciprocal call transport and termination, and ancillary network services to each other within each Local Access and Transport Area ("LATA") in which they both operate within Pennsylvania.

5. Key provisions of the Agreement provide for:

- Reciprocal compensation for terminating local traffic at interim rates of \$.001864 or \$.003738 per minute of use, depending on where traffic is terminated on the BA-PA and Omnipoint networks;
- The continued provision of 911 services to all customers.

## COMPLIANCE WITH THE 1996 ACT

6. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(a) of the 1996 Act, which provides as follows:

“The State commission may only reject ... an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]”

7. First, the Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). The interconnection arrangement contained in the Agreement is available to any other CMRS provider certified to operate in Pennsylvania. Other carriers are not bound by the Agreement and remain free to negotiate independently with BA-PA pursuant to Section 252 of the 1996 Act.

8. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It will permit Omnipoint to receive and provide BA-PA reciprocal transport and termination benefiting Omnipoint's PCS customers. The Agreement will also be available to all CMRS providers under § 252(i) of the 1996 Act. The Agreement, therefore, advances the promise of local competition anticipated by the 1996 Act.

## APPROVAL OF THE AGREEMENT

9. Under Section 252(e)(4) of the 1996 Act, the Commission has 90 days to approve or reject the Agreement. The parties request that the Commission approve the Agreement without revision as quickly as possible consistent with the public interest.


10. On June 3, 1996, this Commission issued an Order at Docket No. M-00960799 establishing procedural guidelines for the implementation of the 1996 Act, including the Commission's approval of negotiated interconnection agreements. Omnipoint has not previously filed a notification but understands the staff will assign an A-docket to this agreement. Pursuant to the Commission's procedures, this Petition is being served on all parties of record on the service list of Docket No. M-00960799.<sup>3</sup>

---

<sup>3</sup> *In Re: Implementation of the Telecommunications Act of 1996*, Pa. P.U.C. Docket No. M-00960799, slip op. at 34 (June 3, 1996).

**WHEREFORE**, BA-PA and Omnipoint respectfully request that the Commission approve the attached interconnection agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



Julia A. Conover  
Christopher Arfaa  
Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32N  
Philadelphia, PA 19103  
(215) 963-6001

Attorneys For  
Bell Atlantic -Pennsylvania, Inc.

Of Counsel  
Jack H. White

DATED: April 6, 1999



Jerry O'Brien  
Senior Director, Legal & Regulatory Affairs

Omnipoint Communications Services, LLC  
16 Wing Drive, Cedar Knolls, New Jersey 07927  
Telephone: 973 290-2409 Fax: 973 290-2445

February 24, 1999

Christopher Arfaa, Esq.  
Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32N  
Philadelphia, Pennsylvania 19103

Re: Bell Atlantic - Omnipoint Communications Unilateral Application for approval of Interconnection Agreements

Dear Mr. Arfaa:

Per your request, this letter hereby authorizes Bell Atlantic to file two (2) separate unilateral applications for the approval of the following Interconnection Agreements for the State of Pennsylvania, effective November 24, 1998: (1) on behalf of itself and Omnipoint Communications Enterprises, L.P.; and (2) on behalf of itself and Omnipoint Communications Inc.. Based on our final review of the requested revisions to these applications, we are satisfied with Bell Atlantic proceeding on our behalf.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry O'Brien".

Jerry O'Brien

cc: Dan Goldfisher, Legal & Regulatory Affairs, Omnipoint Communications  
Michelle K. Thomas, legal & Regulatory Affairs, Omnipoint Communications

A-310803

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of November 24, 1998**

**by and between**

**BELL ATLANTIC - PENNSYLVANIA, INC.**

**and**

**OMNIPPOINT COMMUNICATIONS, INC.**

**RECEIVED**

**APR 08 1999**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 24th day of November, 1998 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and Omnipoint Communications, Inc. ("Omnipoint Communications"), a Delaware corporation with offices at 16 Wing Drive, Cedar Knolls, New Jersey, 07927 (each a "Party" and, collectively, the "Parties").

WHEREAS, Omnipoint Communications has requested that BA make available to *Omnipoint Communications Interconnection, service and unbundled Network Elements* upon the same terms and conditions as provided in the Interconnection Agreement (and amendments thereto) between WirelessCo, L.P. by and through its general partner and agent Sprint Spectrum L.P. ("Sprint") and BA, dated as of May 12, 1997, for the Commonwealth of Pennsylvania, approved by the Commission under Section 252 of the Act (the "Separate Agreement") and attached as Appendix 1 hereto; and

WHEREAS, BA has undertaken to make such terms and conditions available to Omnipoint Communications hereby only because of and, to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Omnipoint Communications and BA hereby agree as follows:

**1.0 Incorporation of Appendices by Reference**

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement (as set forth in Appendix 1 hereto), as it is in effect on the date hereof after giving effect to operation of law, and of the other Appendix hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in Appendix 1 hereto to WirelessCo, L.P. by and through its general partner and agent Sprint Spectrum L.P. or to Sprint shall for purposes of this Agreement be deemed to refer to Omnipoint Communications.

1.3 References in Appendix 1 hereto to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All usage data to be provided pursuant to subsections 5.3.10 of Appendix 1 hereto shall be sent to the following address on behalf of Omnipoint Communications :

Omnipoint Communications Services, LLC  
Attn: Manager of Cost Management  
360 Newark Pompton Turnpike  
Wayne, New Jersey 07470  
Facsimile: (973) 872-5714  
Telephone: (973) 872-5700

1.5 Notwithstanding Section 21.2.1 of Appendix 1 hereto and in lieu of the quarterly performance reports set forth in Schedules 21.2A through 21.2D thereto, at such time as BA makes available the Performance Monitoring Reports set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997 (the "FCC Merger Order") to other Telecommunications Carriers purchasing Interconnection from BA, BA shall provide Omnipoint Communications with the Performance Monitoring Reports applicable to Omnipoint Communications in accordance with the requirements of said FCC Merger Order.

1.6 All notices, affidavits, exemption-certificates or other communications to Omnipoint Communications under Section 23.6.6 of Appendix 1 hereto shall be sent to the following address:

Omnipoint Communications Services, LLC  
Attn: Vice President & Chief Financial Officer  
16 Wing Drive  
Cedar Knolls, New Jersey 07927  
Facsimile: (973) 290-2539  
Telephone: (973) 290-2460

with a copy to:

Omnipoint Communications Services, LLC  
Attn: Senior Director, Legal & Regulatory Affairs  
16 Wing Drive  
Cedar Knolls, New Jersey 07927  
Facsimile: (973) 290-2445  
Telephone: (973) 290-2409

1.7 All notices, affidavits, exemption-certificates or other communications to BA under Section 23.6.6 of Appendix 1 hereto shall be sent to the following address:

Tax Administration  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
Room 3109  
New York, New York 10036

1.8 Notices to Omnipoint Communications under Section 23.10 of Appendix 1 hereto shall be sent to the following address:

Omnipoint Communications Services, LLC  
Attn: Senior Director, Legal & Regulatory Affairs  
16 Wing Drive  
Cedar Knolls, New Jersey 07927  
Facsimile: (973) 290-2445  
Telephone: (973) 290-2409

1.9 Notices to BA under Section 23.10 of Appendix 1 hereto shall be sent to the following address:

President - Telecom Industry Services  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, New York 10036  
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White,  
Associate General Counsel  
1320 N. Court House Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic - Pennsylvania, Inc.  
Vice President & General Counsel  
1717 Arch Street  
32<sup>nd</sup> Floor  
Philadelphia, Pennsylvania 19103  
Facsimile: (215) 563-2658

1.10 The rates, charges and other terms set forth in Appendix 2 hereto shall replace and supersede in their entirety the rates, charges and other terms set forth in Exhibit A to Appendix 1 hereto.

## 2.0 Clarifications

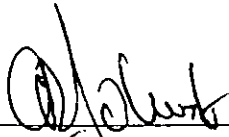
2.1 BA has entered into this Agreement in accordance with the requirements of 47 USC § 252(i), but has advised Omnipoint Communications that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to Internet traffic (herein the "Disputed Issue"). Omnipoint Communications believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet traffic, but acknowledges that there is no meeting of the minds between the Parties as to the Disputed Issue, and that BA's execution of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or Omnipoint Communications's interpretation thereof) is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement in connection with the Disputed Issue or Omnipoint Communications's election under 47 USC § 252(i).

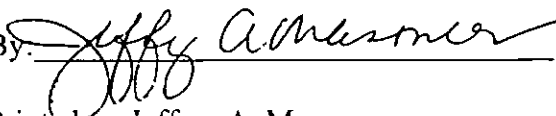
[Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 24th day of November, 1998.

OMNIPOINT COMMUNICATIONS,  
INC.

BELL ATLANTIC-  
PENNSYLVANIA, INC.

By:   
Printed: Charles R. Johnston  
Title: S.O.O.

By:   
Printed: Jeffrey A. Masoner  
Title: Vice-President - Interconnection Services  
Policy & Planning

**APPENDIX 1**

**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL  
MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of**

**by and between**

**BELL ATLANTIC - PENNSYLVANIA, INC.**

**and**

**WIRELESSCO L.P.**

## TABLE OF CONTENTS

	<u>Page</u>
1.0 DEFINITIONS .....	2
2.0 INTERPRETATION AND CONSTRUCTION .....	10
3.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2) .....	11
3.1 Scope .....	11
3.2 Physical Architecture .....	13
3.3 Mid-Span Meets .....	14
3.4 Type S Interconnection .....	15
3.5 Non Standard Requests .....	15
3.6 Interconnection in Additional LATAs .....	15
3.7 Interconnection Points for Different Types of Traffic .....	16
4.0 TRANSMISSION AND ROUTING OF BROADBAND COMMERCIAL MOBILE RADIO TRAFFIC PURSUANT TO SECTION 251(c)(2) .....	16
4.1 Scope of Traffic .....	16
4.2 Type 2 A/B Traffic .....	16
4.3 Signaling .....	17
4.4 Grades of Service .....	17
4.5 Measurement and Billing .....	17
4.6 Reciprocal Compensation Arrangements -- Section 251(b)(5) .....	18
5.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2) .....	19
5.1 Scope of Traffic .....	19
5.2 Trunk Group Architecture and Traffic Routing .....	19
5.3 Meet-Point Billing Arrangements .....	20
5.4 800/888 Traffic .....	22
6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC .....	23
6.1 Transit Traffic Service .....	23
6.2 Ancillary Traffic Generally .....	24

7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS .....	24
8.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES .....	25
8.3 Test Lines .....	25
8.4 Interference or Impairment .....	25
8.5 Repeated or Willful Noncompliance .....	26
8.6 Outage Repair Standard .....	26
8.7 Notice of Changes .....	26
9.0 JOINT NETWORK RECONFIGURATION AND GROOMING PROCESS AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.....	27
9.1 Joint Network Reconfiguration and Grooming Process.....	27
9.2 Installation, Maintenance, Testing and Repair .....	27
9.3 Forecasting Requirements for Trunk Provisioning .....	28
10.0 NUMBER PORTABILITY -- SECTION 251(b)(2) .....	29
10.1 Scope .....	29
10.2 Procedures for Providing LTNP Through Full NXX Code Migration.....	29
11.0 DIALING PARITY.....	30
12.0 DATABASES AND SIGNALING .....	30
13.0 DIRECTORY SERVICES ARRANGEMENTS.....	31
13.1 Directory Listings and Directory Distributions.....	31
13.2 Yellow Pages Maintenance.....	33
13.3 Service Information Pages .....	33
13.4 Directory Assistance; Call Completion .....	34
14.0 COORDINATION WITH TARIFF TERMS.....	34
15.0 INSURANCE.....	35
16.0 TERM AND TERMINATION.....	36

17.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES ..... 37

18.0 CANCELLATION CHARGES..... 38

19.0 INDEMNIFICATION..... 38

20.0 LIMITATION OF LIABILITY ..... 39

21.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES..... 40

    21.1 Performance Standards ..... 40

    21.2 Performance Reporting ..... 40

    21.3 Performance Penalties..... 41

22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL ..... 41

23.0 MISCELLANEOUS ..... 42

    23.1 Authorization..... 42

    23.2 Independent Contractor..... 43

    23.3 Force Majeure ..... 43

    23.4 Confidentiality..... 43

    23.5 Choice of Law ..... 45

    23.6 Taxes ..... 45

    23.7 Assignment..... 47

    23.8 Billing and Payment; Disputed Amounts..... 47

    23.9 Dispute Resolution..... 49

    23.10 Notices..... 49

    23.11 Section 252(i) Obligations ..... 51

    23.12 Joint Work Product ..... 51

    23.13 No Third Party Beneficiaries; Disclaimer of Agency..... 52

    23.14 No License..... 52

    23.15 Technology Upgrades..... 53

    23.16 Survival ..... 53

    23.17 Entire Agreement ..... 53

    23.18 Counterparts ..... 53

    23.19 Modification, Amendment, Supplement, or Waiver..... 53

    23.20 Successors and Assigns..... 54

    23.21 Publicity ..... 54

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 1.0	Certain Terms as Defined in the Act, as of November 1, 1996
Schedule 3.2	Physical Architecture
Schedule 3.4	Type S Interconnection
Schedule 3.7	Interconnection Points for Different Types of Traffic
Schedule 5.3	Rate Elements under Meet Point Billing
Schedule 21.1	Sprint Service Quality Standards
Schedule 21.2	Performance Reporting

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE  
RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF  
THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the date of its approval by the Pennsylvania Public Utility Commission (the "Effective Date"), by and between Bell Atlantic-Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, 32nd Floor, Philadelphia, PA 19103, and WirelessCo, L.P. a Delaware limited partnership by and through its general partner and agent Sprint Spectrum L.P. ("Sprint"), a Delaware Limited Partnership with offices at 4900 Main Street, 12th Floor, Kansas City, MO 64112.

WHEREAS, BA and Sprint (individually a "Party" and collectively the "Parties") intend to interconnect their networks at mutually agreed upon points of interconnection to provide local Telecommunications Services (all as defined below) to their respective customers;

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 provide other services as required by the Act (as defined below) and additional services as set forth herein;

WHEREAS, the Parties agree this Agreement shall supersede any existing Interconnection and Traffic Interchange Agreement and appended Riders between them;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to each other network Interconnection, access to Network Elements, and ancillary services within each LATA in which they both operate within the Commonwealth of Pennsylvania. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Pennsylvania Public Utility Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

## 1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the rules and regulations of the FCC.

1.2 "Agreement" means this Interconnection Agreement and all Exhibits and Schedules appended hereto.

1.2.A "Affiliate" is As Defined in the Act.

1.3 "Ancillary Traffic," means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, Operator Services (call completion), 800/888 database query, and information services requiring special billing if any.

1.4 "Applicable Laws" means all State or Federal laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.5 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the rules and regulations of the FCC.

1.6 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the rules and regulations of the FCC.

1.6A "Broadband Commercial Mobile Radio Service" or Broadband "CMRS" means an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public but shall exclude paging service or other wireless services as may be determined by the FCC or the Commission as not being entitled to reciprocal compensation with BA. Sprint is a Broadband CMRS provider. Hereinafter, Broadband CMRS will be referred to as "CMRS."

1.7 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the calling party.

1.8 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

1.9 "Central Office Switch" or "Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks;

(b) "Tandem Switch" or "Tandem Office" which is a switching entity that is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence. An "Access Tandem Office" or "Access Tandem" is a Tandem Office with billing and recording capabilities that is used to provide Switched Exchange Access Services; and

(c) "Mobile Switching Center" or "MSC," as defined below.

**1.10 [Reserved]**

1.11 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification, and future offerings.

1.12 "Commission" means the Pennsylvania Public Utility Commission.

1.13 "Common Channel Signaling" or "CCS" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the Signaling System 7 common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

1.14 "Connecting Circuit" means the facility used to interchange traffic between BA's system and Sprint's interconnection point.

**1.15** "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's certificated territory in the Commonwealth of Pennsylvania.

**1.16** "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

**1.17** "Dialing Parity" is As Defined in the Act.

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

**1.19** "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

**1.20** "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**1.21** "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**1.22** "Exchange Access" is As Defined in the Act.

**1.23** "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

**1.24** [Reserved]

**1.25** "FCC" means the Federal Communications Commission.

**1.25A** "FCC Regulations" means regulations published in 47 C.F.R. and the published Orders of the FCC, including but not limited to the First and Second Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996.

**1.26** "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Pennsylvania, is an "Incumbent Local Exchange Carrier" As Described in the Act.

**1.27** "Interconnection" is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The architecture of Interconnection may include, but is not limited to, Collocation Arrangements, entrance facilities, and Mid-Span Meet arrangements.

**1.27A** "Interconnection Point" or "IP" means a physical location where two networks are linked for the purpose of exchanging traffic.

**1.28** "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

**1.29** "Interim Number Portability" or "INP" means the use of existing and available call routing, forwarding, and addressing capabilities (e.g. remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier or CMRS Provider operating within the exchange area with which the Customer's telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of whether the Customer's chosen Local Exchange Carrier or CMRS Provider is the carrier that originally assigned the number to the Customer.

**1.30** "InterLATA" is As Defined in the Act.

**1.30A** "InterMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in one MTA and terminated to a Customer of the other Party on that Party's network in another MTA. InterMTA Traffic is Toll Traffic.

**1.31** "IntraLATA Toll Traffic" means those intraLATA CMRS calls that are not defined as Local Traffic in this Agreement.

**1.31A** "IntraMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated, regardless of the other carrier(s), if any, involved in carrying any segment of the call. IntraMTA Traffic is Local Traffic. For purposes of determining originating and terminating points of a call on Sprint's Network, Sprint will use the originating or terminating cell site locations as the point of call origination and termination, respectively.

**1.32** "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

**1.33** "Local Access and Transport Area" or "LATA" is As Defined in the Act.

**1.34** "Local Exchange Carrier" or "LEC" is As Defined in the Act.

**1.35** "Local Serving Wire Center" or "LSWC" means a Wire Center that (i) 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, or any Wire Center in the LATA in which the other Party's Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the necessary capabilities for providing transport services.

**1.36** "Local Telephone Number Portability" or "LTNP" means "number portability" As Defined in the Act.

**1.37** "Local Traffic" means IntraMTA Traffic.

**1.37A** "Major Trading Area" or "MTA" is as defined in 47 C.F.R. § 24.102.

**1.38** "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

**1.39** "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

**1.40** "Meet-Point Billing" or "MPB" means an arrangement whereby two or more Telecommunications Carriers jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the carriers' End Office Switches, with each

carrier receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs. "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

**1.41** "Mid-Span Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon Interconnection point.

**1.42** "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to terminate, originate, and switch Customer mobile wireless services.

**1.43** "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" means the MPB method whereby each Telecommunications Carrier prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the carrier provides.

**1.44** "Network Element" is As Defined in the Act.

**1.45** "Network Element Bona Fide Request" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

**1.46** "North American Numbering Plan" or "NANP" means the telephone numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean nations. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

**1.47** "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

**1.48** "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

**1.48A** "NXX Code - Rate Change Charge" means the charge for changing a rate center designation associated with a NXX code when the change has been requested by a Telecommunications Carrier.

**1.49** "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP for all customers and service providers.

**1.50** "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC or CMRS provider as being associated with a particular NPA-NXX code assigned to the LEC or CMRS provider for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC or CMRS provider has identified as the area within which it will provide Telephone Exchange or wireless Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

**1.51** "Rate Demarcation Point" means the point of minimum penetration at a premise or other point where each Party's responsibilities for its network facilities end.

**1.51A** "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges for switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

**1.52** "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

**1.53** "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or

application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

**1.54** "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

**1.55** "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

**1.56** "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

**1.57** "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

**1.58** "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

**1.59** "Technically Feasible Point" is As Described in the Act.

**1.60** "Telecommunications" is As Defined in the Act.

**1.61** "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

**1.62** "Telecommunications Carrier" is As Defined in the Act.

**1.63** "Telecommunications Service" is As Defined in the Act.

**1.64** "Telephone Exchange Service," sometimes also referred to as "Exchange Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

**1.65** "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. InterMTA Traffic is Toll Traffic.

**1.66** "Transit Traffic" means any traffic that originates from or terminates at Sprint's network, "transits" BA's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides Sprint with the ability to use its connection to a BA Access Tandem Switch for the delivery of calls which originate or terminate with Sprint and terminate to or originate from a carrier other than BA, such as a CLEC, a LEC other than BA, or another wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of BA. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

**1.67** "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

**1.67A** "Type 1 Line Side Facility" means Connecting Circuits that interconnect Sprint's IP to a BA End Office Switch, for the transmission and routing of terminating traffic between parties including, but not limited to, intraLATA and interLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500, and 911 traffic.

**1.68** "Type 2A Trunks" means Connecting Circuits that interconnect (1) Sprint's IP to a BA Access Tandem Switch, permitting Sprint access to other BA Central Office Switches subtending that Access Tandem Switch, and (2) BA's Access Tandem Switch to Sprint's MSC, permitting access to Sprint MSC's subtending that MSC.

**1.68A** "Type 2B Trunks" means Connecting Circuits that interconnect (1) Sprint's IP to a BA End Office Switch, and (2) BA's End Office Switch to an Sprint MSC. Through this interface Sprint and BA can establish connections only to those telephone numbers served by that End Office Switch or served by that MSC.

**1.68B** "Type S Interconnection Service" is a CCS network interconnection facility between an STP and a signaling point of interface on which SS7 protocol is used to transport SS7 ISUP and SS7 TCAP messages.

**1.69** "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for the exchange of traffic.

## **2.0 INTERPRETATION AND CONSTRUCTION**

**2.1** All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

**2.2** Subject to the terms set forth in Section 14, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree to negotiate in good faith to reconcile and resolve such conflict. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

### **3.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Additional or changed Interconnection Points may be implemented from time to time upon the mutual agreement in writing of the Parties.

#### **3.1 Scope.**

3.1.1 Section 3 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties may configure the following separate and distinct trunk groups:

Type 1 Line Side Facilities for the transmission and routing of terminating traffic between the Parties including, but not limited to, IntraLATA and InterLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic via a BA End Office Switch; and

Type 2A Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.6 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA Access Tandem and Sprint MSC, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

Type 2B Trunks for the transmission and routing of terminating Local Traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.6 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA End office Switch and Sprint MSC, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

Access Toll Connecting Trunks for the transmission and routing of traffic, including untranslated InterLATA 800/888 traffic (when technically feasible) between Sprint's Customers and purchasers of BA's Switched Exchange Access Service via a BA Access Tandem Sprint MSC, pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 6 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with subsection 13.4 below; and

Operator Services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with subsection 13.4 below.

3.1.2 To the extent required by Section 251 of the Act, the Parties represent that BA has offered the arrangements provided in subsections 3.2 and 3.3 of this Agreement for Interconnection to BA's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place, in the case of BA, at a terminating End Office, an Access Tandem, a Local Serving Wire Center and/or other points as specified herein, and, in the case of Sprint, at a node or Central Office and/or other points as specified herein (collectively, the "Interconnection Points" or "IPs"). For purposes of Interconnection, if Sprint delivers traffic to BA at a BA End Office or Tandem other than the terminating End Office or Tandem subtended by the terminating End Office, then such End Office or

Tandem shall be deemed to be a Local Serving Wire Center. In such instances and whenever Sprint delivers traffic to a Local Serving Wire Center, Sprint shall designate that such traffic be transported via a separate trunk group to the BA Access Tandem that is subtended by the applicable terminating End Office. In such cases, the BA Access Tandem subtended by the terminating End Office will serve as the BA-IP (as defined below).

3.1.3 The Parties shall establish physical interconnection points at each other's available IPs. The mutually agreed-upon IPs on the Sprint network at which Sprint will provide transport and termination of traffic shall be designated as the Sprint Interconnection Points ("X-IPs"), the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs"), and shall be either a BA terminating End Office or Tandem subtended by the terminating End Office. In recognition of the large number and variety of BA-IPs available for use by Sprint, Sprint's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of X-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to Sprint to deliver traffic pursuant to subsection 3.1.2 above, Sprint shall charge BA no more than Sprint's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to an X-IP. The Parties may by mutual agreement in writing establish additional interconnection points at any technically feasible points consistent with the Act.

## **3.2 Physical Architecture**

3.2.1 In each LATA the Parties shall utilize the X-IP(s) and BA-IP(s) designated on such Schedule as the points from which each Party will provide the transport and termination of traffic. The Parties' current interconnection arrangements are substantially as illustrated in Schedule 3.2.

3.2.2 Sprint shall have the sole right and discretion to order the following method for interconnection at any of the BA-IPs:

- (a) an entrance facility and transport, as appropriate, leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from an X-IP. When both Parties mutually agree to the use of two-way Interconnection trunks, Sprint may elect to provide BA with a land to mobile factor based upon actual usage which will be used to reduce the entrance facility and transport rates set forth in Exhibit A.

3.2.3 Sprint may order from BA the Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

3.2.4 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the X-IPs:

(a) an entrance facility leased from Sprint (and any necessary multiplexing), where such facility extends to the X-IP from a mutually agreed upon point on BA's network. Where two-way Interconnection trunks are utilized, BA may elect to provide Sprint with a land to mobile factor which will be used to reduce the entrance facility charges set forth in Exhibit A.

3.2.5 BA may order from Sprint any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

3.2.6 Under any of the architectures described in this subsection 3.2, either Party may utilize the Type 2 Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 4 below and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

### **3.3 Mid-Span Meets**

3.3.1 In addition to the foregoing methods of Interconnection, the Parties agree, upon either Party's written request, to engage in good faith negotiations concerning the feasibility of interconnecting via a Mid-Span Meet arrangement. Such request may be initiated by either Party no earlier than three (3) months after the initial Interconnection under this Agreement of the Parties' networks in the LATA for which the Mid-Span Meet is requested. Negotiations responding to Mid-Span Meet requests shall be conducted pursuant to the following schedule. The Parties may by agreement in any particular instance modify this schedule or implement it through face-to-face information exchanges. Good faith discussions shall be initiated by the Parties within thirty (30) days of such written request.

3.3.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, site selection, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate

protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

3.3.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 3.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by the FCC Regulations, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

#### **3.4 Type S Interconnection**

If applicable, interconnection specifications for the Parties' Type S Service arrangements are described in Schedule 3.4.

#### **3.5 Non Standard Requests**

Specific requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services may be accommodated by BA on a Special Construction or Individual Case Basis pursuant BA's Tariffs.

#### **3.6 Interconnection in Additional LATAs.**

3.6.1 If Sprint requires Interconnection with BA in any LATA in which Sprint is not interconnected with BA as of the Effective Date and in which BA provides Telecommunications Services, Sprint shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

3.6.2 The notice provided in subsection 3.6.1 shall include (i) the initial Routing Point Sprint has designated in the new LATA; (ii) Sprint's requested Interconnection Activation Date; (iii) MTA and (iv) a non-binding forecast of Sprint's trunking requirements.

3.6.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center Sprint has identified as its initial Routing Point in the LATA as the X-IP in

that LATA and shall designate a mutually agreed BA Local Serving Wire Center that houses an Access Tandem Office within the LATA nearest to the X-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP in that LATA, provided that, for the purpose of charging for the transport of traffic from the BA-IP to the X-IP, the X-IP shall be no further than an entrance facility away from the BA-IP.

3.6.4 Unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of Sprint's notice, BA and Sprint may confirm the BA-IP, the X-IP and the Interconnection Activation Date for the new LATA.

### **3.7 Interconnection Points for Different Types of Traffic**

Each Party shall make available Interconnection Points and facilities for routing of traffic from those Interconnection Points as designated in Schedule 3.7. Any additional traffic that is not covered in Schedule 3.7 shall be subject to separate negotiations between the Parties, except that (i) either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current Switched Exchange Access rates for such traffic, and (ii) upon a bona fide request from either Party, the Parties will exercise all reasonable efforts to conclude an agreement covering the exchange of such traffic.

## **4.0 TRANSMISSION AND ROUTING OF BROADBAND COMMERCIAL MOBILE RADIO TRAFFIC PURSUANT TO SECTION 251(c)(2)**

### **4.1 Scope of Traffic**

Section 4 prescribes parameters for trunk groups (the "Type 2 A/B Trunks") to be effected over the Interconnections specified in Section 3.0 for the transmission and routing of Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Customers.

4.1.1 If required, each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

### **4.2 Type 2 A/B Traffic**

4.2.1 The design, installation, operation and maintenance of all circuits, equipment and other facilities of the Parties shall generally be governed in accordance with prescribed standards, currently as issued by Bellcore, in effect on the commencement date of this Agreement. Applicable technical references include the following:

GR-145-CORE	(Compatibility Information)
TR-EOP-000352	(Cellular Mobile Transmission Plans), and
TR-NPL-000275	(Notes on the BOC IntraLATA Networks)

4.2.2 In the event that, subsequent to the commencement date of the Agreement, these technical references, or any portion thereof, are rescinded, deleted, amended, modified or supplemented, or new or revised technical specifications are issued by Bellcore or other industry standard-setting entity relating to the network specifications provided for herein, then these amended or new or revised technical specifications shall become applicable for the purpose of this Agreement following review and written concurrence by both Parties.

### **4.3 Signaling**

Upon request, each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 12 below.

### **4.4 Grades of Service**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Process as set forth in Section 9.

### **4.5 Measurement and Billing**

4.5.1 If the originating Party chooses to combine InterMTA and IntraMTA Traffic on the same trunk group, the Parties will work together to develop a mutually acceptable CMRS Local Usage Percentage ("CLUP") factor. The originating Party will supply an auditable CLUP report quarterly, based on the previous three months' InterMTA and IntraMTA Traffic, and applicable to the following three months. The Parties will also work together to develop an auditable report based on available data for the same period which shows the ratio of IntraMTA Traffic to traffic originated on the networks of other carriers in an MTA and terminated on either Party's network in the same MTA. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same group, that Party will also supply an auditable "Percent Interstate Use" ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the

following three months. In lieu of the foregoing CLUP and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate billing measures.

4.5.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. All billing shall be aggregated within the categories of IntraMTA Traffic and InterMTA Traffic (including both interstate and intrastate InterMTA Traffic) and then rounded up to the next whole minute.

4.5.3 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the state in which the traffic terminates.

#### **4.6 Reciprocal Compensation Arrangements -- Section 251(b)(5)**

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. BA's delivery of Traffic to Sprint that originated with a third carrier is addressed in subsection 6.1. Where Sprint delivers Traffic to BA that originated with a third carrier, except as may be set forth herein or subsequently agreed to by the Parties, Sprint shall pay BA the same amount that such third carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by Sprint. Compensation for the transport and termination of traffic not specifically addressed in this subsection 4.6 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. Nothing in this Section or Section 6.1 hereof shall entitle or obligate either Party to receive, offer or provide any services to the other Party except as otherwise provided in this Agreement.

4.6.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs or agreements.

4.6.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto) or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 14.1 below. These rates (interim and permanent) are to be applied at the X-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Sprint. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the X-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any port

or transport or other applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

4.6.3 The Reciprocal Compensation arrangements for local calls set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

4.6.4 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

## **5.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

### **5.1 Scope of Traffic**

Section 5 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 3 for the transmission and routing of traffic between Sprint's Customers and Interexchange Carriers ("Access Toll Connecting Trunks"). This would include casually-dialed (10XXX and 101XXXX) traffic to the extent provided.

### **5.2 Trunk Group Architecture and Traffic Routing**

5.2.1 Sprint shall establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Sprint's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Sprint's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an MSC to provide Commercial Mobile Radio Service in a given LATA to an Access Tandem BA utilizes to provide Exchange Access in such LATA.

5.2.4 The Parties shall jointly determine which BA Access Tandem(s) will be subtended by each Sprint MSC. Sprint's MSC shall subtend the BA Access Tandem that would have served the same rate center on BA's network. Alternative configurations will be discussed as part of the Joint Process.

### **5.3 Meet-Point Billing Arrangements**

5.3.1 When appropriate, Sprint and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via an Access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and BA's FCC Tariff Number 1, Section 2. The arrangements described in this Section 5 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

5.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Local Serving Wire Center combinations.

5.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

5.3.4 Sprint and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

5.3.5 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party.

5.3.6 The rate elements to be billed by each Party are as set forth in Schedule 5.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Local Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 5.3.16 below.

5.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the

IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

5.3.8 BA shall provide Sprint with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

5.3.9 Sprint shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

5.3.10 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Name ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

5.3.11 Errors may be discovered by Sprint, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

5.3.12 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

5.3.13 Nothing contained in this subsection 5.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

5.3.14 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 5.3.

5.3.15 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

5.3.16 In the event Sprint determines to offer Telephone Exchange Services in another LATA in which BA operates an Access Tandem Switch, BA shall permit and enable Sprint to subtenant the BA Access Tandem Switch(es) designated for the BA End Offices in the area where the Sprint Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Rating Point/BA Local Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Sprint Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

- a = the airline mileage between the Rating Point and the actual point of interconnection for the MPB arrangement; and
- b = the airline mileage between the BA Local Serving Wire Center and the actual point of interconnection for the MPB arrangement.

Sprint shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 3.6.1 above. Within ten (10) business days of Sprint's delivery of notice to BA, BA and Sprint shall confirm the new Rating Point/BA Local Serving Wire Center combination and billing percentages. Nothing in this subsection 5.3.16 shall be construed to limit Sprint's ability to select to interconnect with BA in additional LATAs by means of Interconnection at a Local Serving Wire Center, to the extent that such Interconnection is permitted under this Agreement.

5.3.17 Within thirty (30) days of a request by Sprint, BA agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and Sprint have entered in a Meet Point Billing arrangement.

#### **5.4 800/888 Traffic**

At such time as delivery of untranslated 800/888 traffic is technically feasible over Type 2A or 2B Trunks and provided that BA is unable directly to bill the appropriate 800/888 service provider, the following terms shall apply when Sprint delivers untranslated 800/888 calls to BA for completion.

5.4.1 When Sprint delivers untranslated 800/888 calls to BA for completion:

- (a) outside the MTA in which the call originated, BA shall bill Sprint the appropriate FGD exchange access charges associated with the call; or
- (b) inside the MTA in which the call originated, BA shall bill Sprint the appropriate local traffic termination rate set forth in Exhibit A.
- (c) For both (a) and (b) above, if the call is delivered to an IXC, BA shall bill the IXC the appropriate BA query charge associated with the call.

## **6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **6.1 Transit Traffic Service**

6.1.1 Sprint shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement, including an IntraLATA Telecommunications Services Settlement Agreement ("ITORP Agreement"), or mutual Tariffs) with any other wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that transits BA facilities over Type 1 Line Side Facilities or Type 2A Trunks. To the extent it does not have such arrangements in effect as of the Effective Date, BA shall not be obligated to collect Sprint's termination charges from any other wireless carrier, ITC, CLEC, or other LEC with whom Sprint has not entered into a reciprocal local traffic exchange arrangement as provided above. If Sprint fails to enter into such an arrangement following the Effective Date and to provide copies thereof to BA, but continues to utilize BA's Transit Traffic Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, Sprint shall, in addition to paying the rate set forth in Exhibit A for said Transit Traffic Service, pay BA any charges or costs such terminating third party carrier imposes or levies on BA for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by BA in delivering or terminating such Traffic and/or resulting from Sprint's failure to secure said reciprocal local traffic exchange arrangement. BA will, upon request, provide Sprint with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

6.1.2 Meet Point Billing compensation arrangements as described in subsection 5.3 shall be utilized for compensation for the joint handling of Telephone Exchange Toll Traffic.

6.1.3 BA expects that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transaction Capabilities Application Part ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

6.1.4 Transit Traffic shall be routed over the Type 1 Line Side Facilities or Type 2A Trunks described in Section 4 above.

## **6.2 Ancillary Traffic Generally**

Ancillary Traffic that may be terminated at a BA Local Serving Wire Center pursuant to subsection 3.7 above shall be subject to a separate transport charge for transport from the Local Serving Wire Center to the appropriate Tandem Office, as set forth in Exhibit A.

## **7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS**

7.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA shall provide Sprint access to telephone numbers by assigning NXX codes to Sprint in accordance with such Assignment Guidelines.

7.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

7.3 During the term of this Agreement, Sprint shall adopt the Rate Center Areas and Rate Center Points for Telephone Exchange Service Traffic that the Commission has approved for BA, in all areas where BA and Sprint service areas overlap, and Sprint shall

assign whole NPA-NXX codes to each Rate Center unless the industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

7.4 Sprint will also designate a Routing Point for each assigned NXX code. Sprint shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

7.5 Sprint shall furnish to BA its anticipated NXX Code requirements at least once per calendar year.

7.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain Sprint's choices regarding the size of the local calling area(s) that Sprint may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

## **8.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES**

8.1 The Parties will work cooperatively to install and maintain a reliable network. Sprint and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

8.2 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with the network of the other.

8.3 **Test Lines** Sprint shall assign three or seven digit test line numbers in accordance with BA's standard numbering arrangements. BA will provide Sprint with preferred number assignments for 100-type test lines (balance/quiet), 102-type test lines (kilowatt), and 105-type test lines (automatic transmission measuring).

### **8.4 Interference or Impairment**

If Party A reasonably determines that the characteristics and methods of operation used by Party B will or may interfere with or impair its provision of services, Party A shall have the right to discontinue Interconnection subject, however, to the following:

8.4.1 Party A shall have given Party B ten (10) days' prior written notice of interference or impairment or potential interference or impairment which specifies the time within which Party B is to correct the condition; and,

8.4.2 Party A shall have concurrently provided a copy of the notice provided to Party B under 8.4.1 above to the appropriate federal and/or state regulatory bodies.

8.4.3 Notice in accord with subsections 8.4.1 and 8.4.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary to meet its obligations. In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

8.4.4 Upon correction of the interference or impairment, Party A will promptly renew the Interconnection. During such period of discontinuance, there will be no compensation or credit allowance by Party A to Party B for interruptions.

## **8.5 Repeated or Willful Noncompliance**

Each Party shall provide written notice to the other Party of that Party's repeated or willful violation of and/or a refusal to comply with this Agreement. If the Party receiving such notice has not cured the violation of or refuses to comply with the Agreement within thirty (30) days, the other Party may discontinue the Interconnection provided hereunder. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

## **8.6 Outage Repair Standard**

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. Sprint and BA may agree to modify those procedures from time to time based on their experience with outage repair standards.

## **8.7 Notice of Changes**

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

## **9.0 JOINT NETWORK RECONFIGURATION AND GROOMING PROCESS AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.**

### **9.1 Joint Network Reconfiguration and Grooming Process**

Upon 30 days written notice from either Party, Sprint and BA shall jointly develop a grooming process (the "Joint Process") which shall define and detail, inter alia,

- (a) modifications to the agreement on physical architecture consistent with the guidelines defined in Section 3;
- (b) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01;
- (c) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (d) disaster recovery provision escalations;
- (e) migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties; and
- (f) such other matters as the Parties may agree.

### **9.2 Installation, Maintenance, Testing and Repair**

BA's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection. Sprint shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify BA of its inability to do so and will negotiate such intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to any other carrier whose network is connected to that of the providing Party.

### **9.3 Forecasting Requirements for Trunk Provisioning**

Within sixty (60) days of executing this Agreement, Sprint shall provide BA a one (1) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to each of BA's End Offices affected by the exchange of traffic. The forecast shall be updated and provided to BA on a quarterly basis, and include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes), interface type (e.g., DS1), and trunks in service each year (cumulative).

9.3.1 Initial Forecasts/Trunking Requirements. Because BA's trunking requirements will, at least during an initial period, be dependent on the customer segments and service segments within customer segments to whom Sprint decides to market its services, BA will be largely dependent on Sprint to provide accurate trunk forecasts for both inbound (from BA) and outbound (from Sprint) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate local traffic to Sprint as Sprint provides to terminate local traffic to BA, unless Sprint expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks Sprint suggests. Upon the establishment of any new set of trunks for traffic from BA to Sprint, BA will monitor traffic for ninety (90) days, and will, as necessary at the end of that period, either augment trunks or disconnect trunks, based on the application of reasonable engineering criteria to the actual traffic volume experienced. If, after such 90-day period, BA has determined that the trunks are not warranted by actual traffic volumes, then, on ten (10) days' written notice, BA may hold Sprint financially responsible for such trunks retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria. To the extent that BA requires Sprint to install trunks for delivery of traffic to BA, Sprint may apply the same procedures with respect to BA's trunking requirements.

## **SECTION 251(b) PROVISIONS**

### **10.0 NUMBER PORTABILITY – SECTION 251(b)(2)**

#### **10.1 Scope**

10.1.1 To the extent provided herein, the Parties shall provide Local Telephone Number Portability ("LTNP") on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

10.1.2 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and Sprint will commence implementation of (and, to the extent applicable, migration from Interim Numbering Portability ("INP") to) the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once PNP is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, to the extent in effect, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to PNP. Upon implementation of PNP pursuant to FCC or Commission regulation, both Parties agree to conform and provide such PNP. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

10.1.3 Under a PNP arrangement, Sprint and BA will implement a process to coordinate LTNP cutovers with Unbundled Local Loop conversions, if any.

#### **10.2 Procedures for Providing LTNP Through Full NXX Code Migration**

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange 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. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one

switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

## **11.0 DIALING PARITY**

BA and Sprint shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement dialing parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as provided under Section 251(b)(3) of the Act.

## **12.0 DATABASES AND SIGNALING**

**12.1** Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Signaling utilizing Type S Interconnection, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network.

**12.2** The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

12.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

12.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

12.5 When the STP pairs of each Party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: BA shall charge Sprint in accordance with Exhibit A hereto and applicable Tariffs; Sprint shall charge BA rates equal to the rates BA charges Sprint unless Sprint's Tariffs for CCS signaling provide for lower generally available rates, in which case Sprint shall charge BA such lower rates.

## **13.0 DIRECTORY SERVICES ARRANGEMENTS**

BA will, upon request, provide the following directory services to Sprint in accordance with the terms set forth herein. In this Section 13, references to a Sprint Customer's "primary listing" shall mean such Customer's name, address, and main telephone number, which number falls within the NXX codes directly assigned to Sprint or is retained by Sprint on the Customer's behalf pursuant to LTNP arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

### **13.1 Directory Listings and Directory Distributions**

13.1.1 BA will include the Sprint Customer's primary listing in its "White Pages" directory (residence and business listings) and "Yellow Pages" directory (business listings) that cover the address of the Customer. Listings of Sprint's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Sprint will pay BA a non-recurring charge as set forth in Exhibit A for providing such service for each Sprint Customer's primary listing. Sprint will also pay BA's Tariffed charges, as the case may be, for additional and foreign white page listings

and other white pages services for Sprint's Customers. BA will not require a minimum number of listings per order.

13.1.2 BA will also include the Sprint Customer's primary listing in BA's directory assistance database on the same basis that BA's own Customers are included, as well as in any electronic directories in which BA's Customers are ordinarily included, for no charge other than the charges identified in subsection 13.1.1.

13.1.3 BA will distribute to Sprint Customers copies of their primary white pages and yellow pages directories at the same time and on the same basis that BA distributes primary directories to its own Customers. BA will also deliver a reasonable number of such directories to Sprint. These distributions will be made for no additional charge. Sprint and its Customers may request additional directories from BA's Directory Fulfillment Centers, which Centers will provide such additional directories for the same charges applicable to comparable requests by BA Customers.

13.1.4 BA will include all Sprint NXX codes associated with the areas to which each directory pertains, along with BA's own NXX codes, in any maps or lists of such codes which are contained in the general reference portions of the directories. Sprint's NXX codes shall appear in such maps or lists in the same manner as BA's NXX information.

13.1.5 Upon request by Sprint, BA will provide Sprint with a directory list of relevant NXX codes, the close dates, publishing data, and call guide close dates on the same basis as such information is provided to BA's own business offices.

13.1.6 Sprint shall provide BA with daily listing information on all new Sprint Customers in the format required by BA or a mutually-agreed upon industry standard format. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Sprint will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with Sprint. BA will provide Sprint with confirmation of listing order activity within forty eight (48) hours.

13.1.7 BA will accord Sprint's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to Sprint's directory listing information will be used solely for the purpose of providing directory services; provided, however, that BA may use or license information contained in its directory listings for direct marketing purposes so long as the Sprint Customers are not separately identified as such; and provided further that Sprint may

identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers.

13.1.8 Both Parties shall use their best efforts to ensure the accurate listing of Sprint Customer listings. BA will also provide Sprint, upon request, a copy of the BA listings standards and specifications manual. In addition, BA will provide Sprint with a listing of Yellow Pages headings and directory close schedules on an ongoing basis.

13.1.9 Sprint will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that Sprint has the right to place such listings on behalf of its Customers. Sprint agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (i) to provide the product or service offered, and (ii) to use any personal or corporate name, trade name or language used in the listing. In addition, Sprint agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's listing of the listing information provided by Sprint hereunder.

13.1.10 BA's liability to Sprint in the event of a BA error in or omission of a listing shall be subject to the terms of Tariff BA-PA PUC 1. In addition, Sprint agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to Sprint's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

13.1.11 Within ten (10) business days of the Effective Date, BA agrees to meet with Sprint and, if appropriate, arrange a meeting with a BA authorized Yellow Pages agent, to address issues regarding Sprint customer referrals or questions pertaining to Yellow Pages listings.

## **13.2 Yellow Pages Maintenance**

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Sprint (including Customers utilizing Sprint-assigned telephone numbers and Sprint Customers utilizing LTNP) are maintained without interruption. BA will offer Yellow Pages services to Sprint Customers on the same basis as they are offered to BA Customers.

## **13.3 Service Information Pages**

BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by Sprint for Sprint's installation, repair and customer service and other essential service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. BA shall not charge Sprint for inclusion of this essential service-oriented information, but reserves the right to impose charges on other information Sprint may elect to submit and BA may elect to accept for inclusion in BA's white pages directories. BA will provide Sprint with the annual directory close dates and reasonable notice of any changes in said dates.

#### **13.4 Directory Assistance (DA); Call Completion**

13.4.1 Upon request, BA will provide Sprint with directory assistance, connect request, and/or IntraLATA call completion services.

13.4.2 Also upon request, BA will provide to Sprint operator services trunk groups, utilizing Feature Group D type signaling, with ANI, minus OZZ, when interconnecting to the BA operator services network.

13.4.3 BA agrees to utilize existing trunking arrangements, at no facility charge to Sprint, to transfer Sprint's operator calls handled by a BA operator to the appropriate 911/E911 PSAP. The ANI information passed to the PSAP shall be consistent with the information that BA passes on its own operator-handled calls.

#### **14.0 COORDINATION WITH TARIFF TERMS**

14.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

14.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that are designated with an asterisk shall remain fixed for the Initial Term of the Agreement as defined in 16.1 below, notwithstanding that such rates may be different from those contained in an effective, pending, or future Tariff of the providing Party (including any changes to such Tariff subsequent to the Effective Date). Those rates and charges for services, facilities, and arrangements that are not designated with an asterisk, and which reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those

contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. Even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference, however, if the Parties agree to adopt the changed Tariff rates and charges.

14.1.2 As applied to call transport and/or termination of Local Traffic for the services described here, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by permanent rates as may be approved by the Commission pursuant to FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall develop and append to Exhibit A an Exhibit AA setting forth such permanent rates, which Exhibit AA the Parties shall update periodically as necessary.

14.2 Except with respect to the rates and charges described in subsection 14.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

## 15.0 INSURANCE

15.1 Sprint shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 19 hereof. At a minimum and without limiting the foregoing covenant, Sprint shall maintain the following insurance:

- (a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.
- (b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.
- (c) Excess Liability, in the umbrella form, with limits of at least \$15,000,000 combined single limit for each occurrence.
- (d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

**15.2** Sprint shall name BA as an additional insured on the foregoing insurance. Sprint agrees that Sprint's insurer(s) and anyone claiming by, through, under or on behalf of Sprint shall have no claim, right of action, or right of subrogation, against BA, BA's affiliated companies, or the directors, officers or employees of BA or BA's affiliated companies, based on any loss or liability insurable under the foregoing insurance.

**15.3** Sprint shall, within two (2) weeks of the date hereof and on a quarterly basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic, Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, Sprint shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by Sprint or Sprint's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

**15.4** In view of the current long standing interconnection relationship between the parties, Sprint may provide BA a written summary of its insurance coverage with respect to each of the forms of coverage stated above. BA in its reasonable discretion may accept this in lieu of the above stipulated conditions. Sprint acknowledges that BA is self-insured and accepts this as sufficient reciprocal coverage.

## **16.0 TERM AND TERMINATION**

**16.1** This Agreement shall be effective as of the Effective Date above and continue in effect until March 31, 1998 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect on the terms and conditions set forth herein on a month-to-month basis unless and until the Parties execute a new interconnection agreement or amendment hereto or either Party ceases to provide service in the territory covered by this Agreement. Either Party may request negotiation of a new interconnection agreement or of any terms to this Agreement at any time between 135 and 90 days prior to the expiration of any term of this Agreement. If BA initiates such request it shall be deemed a request for negotiation under Section 252 of the Act by each of the Parties hereto for purposes of entitling BA to mediation and arbitration with respect to such negotiations under Section 252 only. Such requests shall identify, with specificity, each provision proposed for modification or change. In the event the Parties are unable to execute a new interconnection agreement or amendment to this Agreement within 160 days of such request, those provisions of this Agreement which are the subject matter of, or are

materially related to the subject matter of, such request shall terminate and those affected service arrangements made available under this Agreement and existing at the time of such termination shall continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the FCC or the Commission to the extent applicable to CMRS, (b) Tariff terms and conditions generally available, including, to CMRS Providers or (c) the terms of this Agreement, to the extent that neither the standard terms and conditions referenced in (a) or (b) encompass the affected service, term or condition. Within 30 days of a Commission arbitration decision, the Parties shall execute and submit to the Commission for approval an interconnection agreement in conformance with the arbitration decision, provided that if the Parties fail to do so, the arbitration decision shall govern the affected service, term or condition as of the 31st day following the arbitration decision. The foregoing sentence shall not in any way affect either Party's rights under the Act to seek review of the Commission's decision. The continued provision of service under any of clause (a), (b) and (c) shall be subject at all times to the provisions of Section 23.11.1 of this Agreement.

**16.2** For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs, from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve.

**16.3** If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty five (25) days prior to terminating service. Notice shall be posted by certified mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

## **17.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

## **18.0 CANCELLATION CHARGES**

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

## **19.0 INDEMNIFICATION**

**19.1** Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, (i) relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (ii) arising out of BA's listing of the directory listing information provided by Sprint pursuant to subsection 19.1, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the indemnifying Party's provision of services to the other Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 18. shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnifying Party's provision of said services.

**19.2** The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

**19.3** In addition to its indemnity obligations under subsection 19.1, each Party shall provide, in its Tariffs and/or contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in subsection 20.2 below).

## **20.0 LIMITATION OF LIABILITY**

**20.1** Except as may be provided pursuant to Section 21 below, the liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

**20.2** Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance

or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 19.

**20.3** The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

## **21.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES**

### **21.1 Performance Standards**

BA shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations, in particular the rules set forth in 47 Code of Federal Regulations §§ 51.305(a)(3) to (a)(5), 51.311(a) to (c), and 51.313(b). At such time as BA develops performance standards for unbundled Switching Elements, BA will provide Sprint with reports thereof in accordance with subsection 21.2 below.

### **21.2 Performance Reporting**

21.2.1 BA shall supply to Sprint quarterly performance reports on BA's performance in the Commonwealth of Pennsylvania. The reports shall contain the information described in, and be substantially in the format of, the documents attached hereto as Schedules 21.2A through 21.2D. The content of the reports, and the definitions of the rows and columns in the reports are set forth in Schedule 21.2E. The coverage of each report is set forth in its title, with the additional explanations set forth in Schedule 21.2.

21.2.2 Sprint agrees that the performance information included in these reports is confidential and proprietary to BA, and shall be used by Sprint solely for internal performance assessment purposes, for purposes of joint Sprint and BA assessments of service performance, and for reporting to the Commission, the FCC, or

courts of competent jurisdiction, under cover of an agreed-upon protective order. Sprint shall not otherwise disclose this information to third parties.

### **21.3 Performance Penalties**

The question of what penalties or other action might be appropriate in any situation where Sprint believes, based on a statistically significant number of reports described above, that Bell Atlantic is not complying with the performance standards referenced in subsection 21.1 above shall be resolved, in the first instance, through negotiations between the Parties and, failing successful negotiations, through the complaint processes of the Commission, the FCC, or a court of competent jurisdiction. BA agrees to join Sprint in encouraging the Commission to develop expedited procedures for the resolution of any performance-related complaints.

## **22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL**

**22.1** Each Party represents and warrants that it is now and will remain in compliance with all laws, regulations, and orders applicable to the performance of its obligations hereunder (collectively, "Applicable Laws"). Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

**22.2** The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Sections 251 and 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 22.3 below.

**22.3** The Parties recognize that the FCC has issued the regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement and that certain of those regulations have been stayed. In the event that any one or more of the provisions contained herein is inconsistent with any such effective FCC Regulations, the Parties agree that this Agreement may be amended to make only the minimum revisions necessary to eliminate the inconsistency. Such minimum changes to conform this Agreement to the effective FCC Regulations shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). If Section 51.701 of the FCC's rules is modified or eliminated,

the Parties agree to renegotiate Sections 1.30A, 1.31A, 1.37 and 1.65 of this Agreement to redefine the scope of Local Traffic and Toll Traffic under this Agreement.

**22.4** In the event any Applicable Laws other than the effective FCC Regulations require or permit modification of any material term(s) contained in this Agreement, either Party may require or (if the modification is permissible but not mandated) request a renegotiation of the term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if any Applicable Laws require modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 22.4 and without limitation the material nature of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that (y) in the case of (i) above, they will pay each other applicable transport charges in addition to the applicable call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only, and (z) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

## **23.0 MISCELLANEOUS**

### **23.1 Authorization**

23.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of BA.

23.1.2 Sprint is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

## **23.2 Independent Contractor**

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

## **23.3 Force Majeure**

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

## **23.4 Confidentiality**

23.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

23.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

23.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

23.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

23.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 23.4 shall apply to all Proprietary Information furnished by

either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

### **23.5 Choice of Law**

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

### **23.6 Taxes**

23.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law (as defined in subsection 22.1) to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

23.6.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 23.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

23.6.3 Taxes Imposed on Customers. With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

23.6.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, (i) the

purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 23.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 23.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 23.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

23.6.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 23.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such

exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

23.6.6 Notices for Purposes of this Subsection 23.6. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this subsection 23.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in subsection 23.10 as well as to the following:

To Bell Atlantic:                      Tax Administration  
Bell Atlantic Network Services, Inc.  
1717 Arch Street  
30th Floor  
Philadelphia, PA 19103

To Sprint:                                Legal/Regulatory Group  
Sprint Spectrum L.P.  
4900 Main  
12th Floor  
Kansas City, MO 64112

- }) Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this subsection 23.6. Any notice or other communication shall be deemed to be given when received.

### **23.7 Assignment**

Either Party may, with the other Party's prior written consent, assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation its parent or other affiliate, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 23.7 shall be void and ineffective and constitute a default of this Agreement.

### **23.8 Billing and Payment; Disputed Amounts**

23.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other

Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

23.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

23.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay (i) all undisputed amounts to the Billing Party when due and (ii), 50% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties upon the filing of a complaint as provided in subsection 23.8.5 below. The remaining balance of the Disputed Amount not placed into escrow shall thereafter be paid upon final determination of such dispute.

23.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts within sixty (60) day period, each Party shall seven (7) days thereafter appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 23.8.4, then either Party may file a complaint with the Commission to resolve the billing dispute or proceed with any other remedy pursuant to law or equity. Upon any such filing, the Non-paying Party shall promptly deposit 50 % of the Disputed Amount in an interest bearing escrow account as provided in subsection 23.8.3 above. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

23.8.6 The Parties agree that all negotiations pursuant to this subsection 23.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

23.8.7 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 (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

### **23.9 Dispute Resolution**

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

### **23.10 Notices**

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Sprint:  
Andrew W. Buffmire  
Sprint Spectrum L.P.  
4900 Main  
Kansas City, MO 64112

with a copy to:

David C. Tumlin  
Director, Planning and Integration Operations  
Sprint Spectrum L.P.  
4900 Main  
4th Floor  
Kansas City, MO 64112

To Bell Atlantic:  
Director - Wireless Interconnection Services

Bell Atlantic Network Services, Inc.  
1320 N. Courthouse Road  
9th Floor  
Arlington, VA 22201  
Facsimile: 703/974-6432

with a copy to:

Vice President and General Counsel  
Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street  
32nd Floor  
Philadelphia, PA 19103

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

### **23.11 Section 252(i) Obligations**

23.11.1 Upon request of Sprint and to the extent required under Applicable Law, BA shall make available without unreasonable delay to Sprint any individual interconnection, service or network element provided for in this Agreement upon the same rates, terms and conditions as those contained in any agreement to which it is a party that is approved by the Commission or the FCC pursuant to Section 252 of the Act (an "Approved Agreement"). Upon request of Sprint, BA will negotiate in good faith to make available any additional interconnection, service or network element not provided for in this Agreement upon the same rates, terms and conditions as those in any Approved Agreement. The Parties understand and agree that Approved Agreements on file with the Commission are available to the public pursuant to Section 251 of the Act.

23.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the *non-recurring charges associated therewith*.

23.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 23.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

### **23.12 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.

### **23.13 No Third Party Beneficiaries; Disclaimer of Agency**

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### **23.14 No License**

23.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

23.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND

THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

#### **23.15 Technology Upgrades**

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network that will materially affect the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

#### **23.16 Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

#### **23.17 Entire Agreement**

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

#### **23.18 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **23.19 Modification, Amendment, Supplement, or Waiver**

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

#### **23.20 Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

#### **23.21 Publicity**

Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 12th day of May, 1997.

WIRELESSCO, L.P. A DELAWARE  
LIMITED PARTNERSHIP BY AND  
THROUGH ITS GENERAL PARTNER  
AND AGENT SPRINT SPECTRUM L.P

By: 

Printed: Al Kurtze

Title: Chief Operating Officer

BELL ATLANTIC-PENNSYLVANIA, INC.

By: 

Printed: P.A. Hanley

Title: President Carrier Services

## Schedule 1.0

### CERTAIN TERMS AS DEFINED IN THE ACT AS OF NOVEMBER 1, 1996

"Dialing Parity" means that a person that is not an affiliate of a local exchange carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

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

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

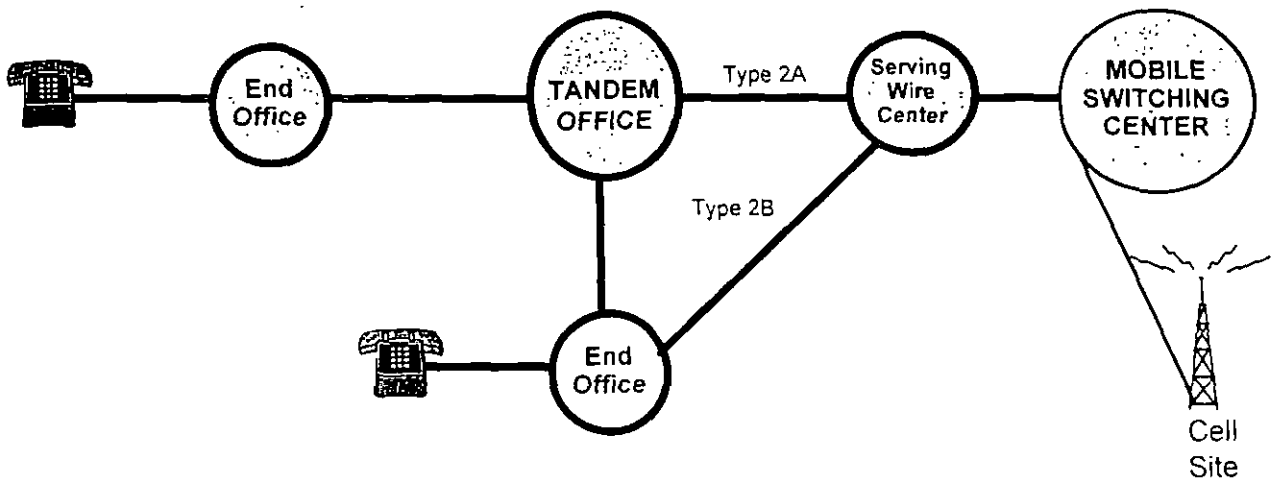
"Telephone Exchange Service" means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

## Schedule 3.2

### Physical Architecture

#### CMRS TYPE 2A/B INTERCONNECTION



## Schedule 3.4

# Type S Interconnection

### 1. DEFINITIONS:

- a.) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.
- b.) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.
- c.) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination point code or as an originating point code.
- d.) Signal Transfer Point ("STP") means a specialized switch which provides SS7 network access and performs SS7 message routing and screening.
- e.) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.
- f.) Signaling Point of Interface ("SPOI") means one Party's location in the same LATA as the other Party's STP where SS7 signaling information is exchanged between BA and Sprint.
- g.) Transactions Capabilities Application Part ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.
- h.) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between one Party's SPOI and an STP port of the other Party.
- i.) Type S Interconnection Service is a CCS network interconnection facility between BA and Sprint using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP, and TCAP. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (i) between one Party's STP and the other Party's SPOI within the LATA, and (ii) between BA's STP and Interexchange Carriers.

## **2. AVAILABILITY OF SERVICE:**

Type S Interconnection Service is provided over a Type S Interconnection Facility from one Party's SPOI to the other Party's STP, in LATAs within BA's territory where SS7 Interconnection is available.

## **3. TYPE S INTERCONNECTION FACILITIES:**

BA will provide Sprint, upon written request, those facilities and arrangements described herein, including Type S Interconnection Facilities, that are necessary to establish the physical connection of a communications path, which is separate from the message path, to allow the interchange of signaling information as provided for in this Schedule.

A Type S Interconnection Facility includes a dedicated 56 Kbps signaling connection between Sprint's SPOI and a port of BA's STP that serves the tandem to which Sprint is interconnected within the same LATA. The exchange of signaling information may be between BA and Sprint, or between Sprint and a designated Interexchange Carrier or other Cellular Mobile Carrier via BA's STP(s)

Sprint agrees to send BA CPN associated with mobile-to-land calls when BA is providing this information to Sprint on land-to-mobile calls originating from BA's SS7 equipped end offices that are in the same LATA as Sprint's IP. BA and Sprint's agreement to reciprocally provide CPN shall apply only if it is consistent with state law, and if required, after obtaining any necessary regulatory approvals.

## **4. NETWORK SPECIFICATIONS:**

The specific protocol for CPN is contained in Bell Atlantic Supplement Common Channel Signaling (CCS) Network Interface Specification and Technical Reference TR-TSV-00905. BA will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that its CPN is not passed to the called party.

Particular Conditions of Section 12 of this Agreement shall apply and be supplemented with technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification (CNIS) supporting wireless services providers.

## **5. PROVISION OF FACILITIES:**

The timing of providing Sprint with SS7-ISUP interconnection shall be determined by adding Sprint's request to the schedule of SS7-ISUP interconnection requests that BA currently maintains for all carriers. Sprint shall be added to the existing schedule based on the date that BA receives Sprint's written request.

## **6. CHARGES FOR TYPE S INTERCONNECTION SERVICE:**

Each Party will pay to the Other Party the charges as set forth in Section 12 and Exhibit A of this Agreement. Each Party will provide reports of its interstate message signaling usage. If a Party fails to provide such reports, all of that Party's message signaling usage shall be treated as intrastate.

### TCAP Charges

A Point Code establishment or change charge is applicable, based on current Tariffed rates, for each Sprint designated originating or destination Point Code. Intrastate Point Codes shall be provided under and at rates specified in a special rate authorization letter.

Sprint will provide BA with each originating and destination Point Code to be used by BA for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through BA's STP.

### Interexchange Carrier (IXC) Interchange of SS7 Messages

Sprint shall specify in writing to BA, the IXC to which InterLATA TCAP messages shall be sent. It will be Sprint's responsibility to ensure that the designated IXC(s) has SS7 facilities from BA's STP to the IXC(s) SPOI. For those facilities, charging will occur directly between BA and IXC.

## **7. PROPRIETARY INFORMATION:**

To protect the security of BA's network, Point Codes will be provided to Sprint pursuant to a non-disclosure agreement that contains terms specified by BA and that is signed only by Sprint.

## **8. PROVISION OF INFORMATION:**

Sprint and BA agree to keep adequate records of operations and transactions and to furnish to the other party such information as may be reasonably required for the administration of Type S Interconnection Service, including but not limited to, specific reports relating to the percentage of intrastate/interstate message signaling traffic interchanged and any other data needed to compute Sprint's charges.

Absent the willingness and ability to determine by direct measurement or any other means, the relative amounts of message signaling traffic distribution that Sprint carries each month, Sprint may provide estimates of the percentages of its message signaling traffic distribution based on data and measurements which are reasonably available to it. Sprint will provide a complete written explanation of said estimates and shall make available for inspection any studies, traffic measurements, or other data at its immediate disposal necessary to test the reasonableness of said estimates. Said percentages will be subject to review by BA as to reasonableness.

## Schedule 3.7

### INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination. Each Party shall make available at its Interconnection Points facilities to route the traffic it receives to the appropriate final destination. Interconnection at a BA-IP that is a Local Serving Wire Center provides access to all of the Interconnection Points identified below (except for paragraph 8), via facilities appropriate for the traffic types and destinations identified below. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in subsections 3.2 and/or 3.3 of the main body of the Agreement.
2. For the termination of Meet Point Billing Traffic from an IXC to:
  - (a) Sprint, at the X-IP in LATA in which the Traffic is to terminate.
  - (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.
3. For the termination of Transit Traffic from an ITC, wireless carrier, or CLEC to:
  - (a) Sprint, at the X-IP in which the Traffic is to terminate.
  - (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.
4. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.
5. For Operator Services (call completion) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.
6. For SS7 signaling originated by:

(a) Sprint, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905. Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

7. For 800/888 database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating Sprint Wire Center is located, over a CCSAC link. Alternatively, Sprint may elect to interconnect through a commercial SS7 hub provider.

8. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

### Schedule 5.3

#### RATE ELEMENTS UNDER MEET POINT BILLING

##### Interstate Access - Terminating to or originating from Sprint Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Sprint
Local Switching	Sprint
Interconnection Charge	Sprint
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

##### Intrastate Access - Terminating to or originating from Sprint Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Sprint
Local Switching	Sprint
Interconnection Charge	Sprint
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

## Schedule 21.1

### **Sprint SERVICE QUALITY STANDARDS**

#### **1.0 Unbundled Local Loop Installation Orders**

- 1.1 All order information submitted by Sprint is valid (e.g. street address, floor/unit numbers, cable pair assignment, etc.).
- 1.2 Customer (end user) is available at appointed time and day.

#### **2.0 "Live" Cutover Unbundled Local Loop Installation Orders**

- 2.1 Accurate account and end user information submitted on service request.
- 2.2 Accurate tie cable and pair assignment provided by Sprint on service request.

## SPRINT MEASUREMENT REPORTS

### SPRINT SPECIFIC

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DS1 (c)	DS3 (d)	SPRINT TRUNKING (e)	POTS (f)
<b>INSTALLATION</b>					
g) Number of Installations	<sup>1</sup> 1-1-97	<sup>2</sup> 1-1-97	<sup>3</sup> 1-1-97	<sup>4</sup> 4-1-97	<sup>5</sup> TBD 7-1-97
h) Average Interval in days	<sup>6</sup> 1-1-97	<sup>7</sup> 1-1-97	<sup>8</sup> 1-1-97	<sup>9</sup> 4-1-97	<sup>10</sup> TBD 7-1-97
i) Percent Install on time	<sup>11</sup> 1-1-97	<sup>12</sup> 1-1-97	<sup>13</sup> 1-1-97	<sup>14</sup> 4-1-97	<sup>15</sup> TBD 7-1-97
<b>SERVICE QUALITY</b>					
j) Number of Reports	<sup>16</sup> 1-1-97	<sup>17</sup> 1-1-97	<sup>18</sup> 1-1-97	<sup>19</sup> 4-1-97	<sup>20</sup> 1-1-97
k) Mean Time to Clear Reports	<sup>21</sup> 1-1-97	<sup>22</sup> 1-1-97	<sup>23</sup> 1-1-97	<sup>24</sup> 4-1-97	<sup>25</sup> 1-1-97
l) Number of Failures	<sup>26</sup> 1-1-97	<sup>27</sup> 1-1-97	<sup>28</sup> 1-1-97	<sup>29</sup> 4-1-97	<sup>30</sup> 1-1-97
m) Failure Frequency Percent	<sup>31</sup> 1-1-97	<sup>32</sup> 1-1-97	<sup>33</sup> 1-1-97	<sup>34</sup> 4-1-97	<sup>35</sup> TBD 7-1-97
n) Percent Without Report Outstanding	<sup>36</sup> 1-1-97	<sup>37</sup> 1-1-97	<sup>38</sup> 1-1-97	<sup>39</sup> 4-1-97	<sup>40</sup> TBD 7-1-97

**SPRINT MEASUREMENT REPORTS  
STATEWIDE, INCLUDING BA AFFILIATES**

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DS1 (c)	DS3 (d)	CMRS/CLEC TRUNKING (e)	POTS (f)
<b>INSTALLATION</b>					
g) Number of Installations	<sup>1</sup> 1-1-97	<sup>2</sup> 1-1-97	<sup>3</sup> 1-1-97	<sup>4</sup> 4-1-97	<sup>5</sup> 1-1-97
h) Average Interval in days	<sup>6</sup> 1-1-97	<sup>7</sup> 1-1-97	<sup>8</sup> 1-1-97	<sup>9</sup> 4-1-97	<sup>10</sup> 1-1-97
i) Percent Install on time	<sup>11</sup> 1-1-97	<sup>12</sup> 1-1-97	<sup>13</sup> 1-1-97	<sup>14</sup> 4-1-97	<sup>15</sup> 1-1-97
<b>SERVICE QUALITY</b>					
j) Number of Reports	<sup>16</sup> 1-1-97	<sup>17</sup> 1-1-97	<sup>18</sup> 1-1-97	<sup>19</sup> 4-1-97	<sup>20</sup> 1-1-97
k) Mean Time to Clear Reports	<sup>21</sup> 1-1-97	<sup>22</sup> 1-1-97	<sup>23</sup> 1-1-97	<sup>24</sup> 4-1-97	<sup>25</sup> 1-1-97
l) Number of Failures	<sup>26</sup> 1-1-97	<sup>27</sup> 1-1-97	<sup>28</sup> 1-1-97	<sup>29</sup> 4-1-97	<sup>30</sup> 1-1-97
m) Failure Frequency Percent	<sup>31</sup> 1-1-97	<sup>32</sup> 1-1-97	<sup>33</sup> 1-1-97	<sup>34</sup> 4-1-97	<sup>35</sup> 1-1-97
n) Percent Without Report Outstanding	<sup>36</sup> 1-1-97	<sup>37</sup> 1-1-97	<sup>38</sup> 1-1-97	<sup>39</sup> 4-1-97	<sup>40</sup> 1-1-97

## SPRINT MEASUREMENT REPORTS

### TOP 3 CARRIERS

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DS1 (c)	DS3 (d)	CMRS/CLEC TRUNKING (e)	POTS (f)
<b>INSTALLATION</b>					
g) Number of Installations	<sup>1</sup> 1-1-97	<sup>2</sup> 1-1-97	<sup>3</sup> 1-1-97	<sup>4</sup> 4-1-97	<sup>5</sup> TBD 7-1-97
h) Average Interval in days	<sup>6</sup> 1-1-97	<sup>7</sup> 1-1-97	<sup>8</sup> 1-1-97	<sup>9</sup> 4-1-97	<sup>10</sup> TBD 7-1-97
i) Percent Install on time	<sup>11</sup> 1-1-97	<sup>12</sup> 1-1-97	<sup>13</sup> 1-1-97	<sup>14</sup> 4-1-97	<sup>15</sup> TBD 7-1-97
<b>SERVICE QUALITY</b>					
j) Number of Reports	<sup>16</sup> 1-1-97	<sup>17</sup> 1-1-97	<sup>18</sup> 1-1-97	<sup>19</sup> 4-1-97	<sup>20</sup> 1-1-97
k) Mean Time to Clear Reports	<sup>21</sup> 1-1-97	<sup>22</sup> 1-1-97	<sup>23</sup> 1-1-97	<sup>24</sup> 4-1-97	<sup>25</sup> 1-1-97
l) Number of Failures	<sup>26</sup> 1-1-97	<sup>27</sup> 1-1-97	<sup>28</sup> 1-1-97	<sup>29</sup> 4-1-97	<sup>30</sup> 1-1-97
m) Failure Frequency Percent	<sup>31</sup> 1-1-97	<sup>32</sup> 1-1-97	<sup>33</sup> 1-1-97	<sup>34</sup> 4-1-97	<sup>35</sup> TBD 7-1-97
n) Percent Without Report Outstanding	<sup>36</sup> 1-1-97	<sup>37</sup> 1-1-97	<sup>38</sup> 1-1-97	<sup>39</sup> 4-1-97	<sup>40</sup> TBD 7-1-97

Note: Results produced when a minimum of 3 carriers purchase measured service

## SPRINT MEASUREMENT REPORTS

### 10 LARGEST RETAIL CUSTOMERS

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DS1 (c)	DS3 (d)	CMRS/CLEC TRUNKING (e)	POTS (f)
<b>INSTALLATION</b>					
g) Number of Installations	<sup>1</sup> TBD	<sup>2</sup> TBD	<sup>3</sup> TBD	<sup>4</sup> TBD	<sup>5</sup> TBD
h) Average Interval in days	<sup>6</sup> TBD	<sup>7</sup> TBD	<sup>8</sup> TBD	<sup>9</sup> TBD	<sup>10</sup> TBD
i) Percent Install on time	<sup>11</sup> TBD	<sup>12</sup> TBD	<sup>13</sup> TBD	<sup>14</sup> TBD	<sup>15</sup> TBD
<b>SERVICE QUALITY</b>					
j) Number of Reports	<sup>16</sup> TBD	<sup>17</sup> TBD	<sup>18</sup> TBD	<sup>19</sup> TBD	<sup>20</sup> TBD
k) Mean Time to Clear Reports	<sup>21</sup> TBD	<sup>22</sup> TBD	<sup>23</sup> TBD	<sup>24</sup> TBD	<sup>25</sup> TBD
l) Number of Failures	<sup>26</sup> TBD	<sup>27</sup> TBD	<sup>28</sup> TBD	<sup>29</sup> TBD	<sup>30</sup> TBD
m) Failure Frequency Percent	<sup>31</sup> TBD	<sup>32</sup> TBD	<sup>33</sup> TBD	<sup>34</sup> TBD	<sup>35</sup> TBD
n) Percent Without Report Outstanding	<sup>36</sup> TBD	<sup>37</sup> TBD	<sup>38</sup> TBD	<sup>39</sup> TBD	<sup>40</sup> TBD

## SPRINT MEASUREMENT REPORTS

### COLUMN & ROW DEFINITIONS

#### COLUMN HEADINGS

**a): Performance Measurements** column defines the general description of each measurement.

**b, c, & d): DSO, DS1 and DS3 Columns** respectively are Private Line Special Access results.

\*\* DS1 and DS3 are discrete measurements, DSO is all other services.

**e): CMRS/CLEC Trunks:** This column represents service for CMRS/CLEC trunks that carry traffic office to office.

**f): POTS:** This represents all services considered POTS which includes both unbundled elements and resale.

#### INSTALLATION CATEGORIES

**g): Number of Installations:** This is the total number of service orders issued/requested by Sprint and completed by BA. Regardless of the number of elements or circuits ordered, each service order counts as 1.

**h): Average Interval in days:** This is the sum of the receipt date to the service order due date as established on the firm order confirmation (FOC) for each service order where BA established the interval using the normal interval with this sum being divided by the total number of service orders used in the calculation.

Sprint will send BA a service order request (PON) and BA will return the final order confirmation (FOC) which stipulates the scheduled completion date. The time from the PON date to the date due established on the FOC represents the average interval per order.

BA flags each order with an appointment flag of either "x" or "w". If the scheduled interval reflected on the order is established by BA using the normal interval process, the order will be flagged with the "x". However, if Sprint should request a date that is further out than the normal interval, the order will be flagged with the "w" to indicate that the long interval was offered at the customers request.

For this category measurement, only those orders with the "x" indicator will be counted.

If for some reason the order needs to be redated (longer or shorter), the final FOC date is the date that will be used for measurement purposes.

**i): Percent Install on time:** This measurement is the total number of installations (both "x" and "w" service orders) that were completed on time (based on the service order established due date) divided by the total number of service orders. This is the percentage of orders completed on time.

### SERVICE QUALITY CATEGORIES

**j): Number of reports:** This is the total number of troubles received from Sprint by service category. Each trouble counts as one and in cases where the trouble is redated or subsequent reports are received for escalations or to question status, BA will not count the subsequent reports. From receipt to close, each trouble counts as 1, regardless of the trouble resolution (CPE, NTF or BA Network).

**k): Mean Time to Clear Reports:** This is the total measurable hours and minutes from all troubles (from the time BA receives a trouble from Sprint until the service is restored and closed with Sprint) divided by the total number of troubles for the report period.

For DSO, DS1, DS3 and CMRS/CLEC Trunking, the measurements will be "Stop Clock" measurements where "no access" (customer access delayed) time is removed from the measurement.

For POTS, this will be a running 24 hour clock from trouble receipt to trouble clearance time. The BA clear time is the time service is restored. The BA work process is for the customer (Sprint) to be notified as soon as the service is cleared. BA does not use the "close time" because after clearing the trouble, the technician may stay and complete another hour or so of clean up before actually closing the trouble.

**l): Number of Failures:** The number of failures is the total number of trouble reports (by category) where the trouble was closed out to a code indicating that the fault was a BA service problem.

Removed from the total trouble reports will be all troubles that reflect the cause of the trouble to be other than a BA Network fault. Examples would be troubles caused by

Customer Provided Equipment (CPE), errors by the customers/end user in the use of the service or where no trouble was detected (F/OK and T/OK).

**m): Failure Frequency Percent:** This measurement is the total number of Network Troubles "I", divided by the total number of circuits that Sprint has purchased from BA. The result expressed as a percentage.

**n): Percent Without Report Outstanding:** For this measurement Bell Atlantic is to do the following:

1. Multiply the total number of circuits by the total hours in the report period to establish the total hours of service availability possible for the report period.
2. Add all of the measurable time (hours and minutes) for only the Network Reports to establish the total non service availability hours for the report period.
3. Subtract the "non service availability" hours from the "total service availability" hours and divide the result by the "total service availability" hours and display this as a percentage.

BELL ATLANTIC-PENNSYLVANIA, INC. AND SPRINT

DETAILED SCHEDULE OF ITEMIZED CHARGES<sup>1</sup>

**A. BA Services, Facilities, and Arrangements:**

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC #1 sec. 6.9.1.] and intrastate [BA-PA PUC 302 sec. 6.9.2] access tariffs for Feature Group D service  Illustrative:  Interstate non-recurring: \$1, plus \$1 switched access connection charge per trunk; DS-1 entrance facility \$210-\$212/mo.  Intrastate nonrecurring: \$930 for first DS-1, \$300 for additional, plus \$20 switched access connection charge per trunk; DS-1 entrance facility \$210-\$270/mo.	
1.b.	Transit arrangements (for Interconnection between Sprint and carriers other than BA)	Per tariffs cited in section 1.a. above, as applicable; separate trunks required for IXC subtending trunks	Per interstate [BA FCC 1 sec. 6.9.1.B] and intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable  Illustrative:  Interstate, (proposed) intrastate tandem switching \$.000983/mou, tandem switched transport \$.000195/mou plus \$.000045/mou/mile

<sup>1</sup> Rates listed herein for services, facilities, or arrangements that are marked with an asterisk (\*) are fixed pursuant to Section 14 of the Agreement for the initial term of the Agreement, as set forth in Section 16 of the Agreement. Rates for services, facilities, or arrangements that are not marked with an asterisk shall change in accordance with the provisions of Section 14 of the Agreement.

Rates for unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates. These interim rates shall be replaced on a prospective basis by permanent rates (applicable to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission in MFS III (Docket A310203F0002 et al.) or such proceeding as the Commission may deem appropriate and, if appealed, as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.c.	Directory assistance transport	Intrastate per BA-PA PUC 302 sec. 9.6.B (transport)  Interstate per BA FCC 1 sec. 9.6.B	Intrastate per BA-PA PUC 302 sec. 9.6.B;  Illustrative: Per call rate \$.000091 fixed, \$.000021 per mile, \$.001255 tandem switching.  Interstate per BA FCC 1 sec. 9.6.B  Illustrative: Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection
1.d.	Operator services (call completion) Interconnection	Per separate contract	
2.a.	Operator services 911 service (data entry; database maintenance)*	No charge	
2.b.	Directory assistance	Per separate contract; branding available Directory transport per section 1.c. above	
2.c.	Operator call completion	Per separate contract; branding available	
3.a.	White pages and Yellow Pages (business only) directory listings*	\$5.00 per primary listing per number	No charge
3.b.	Books & delivery (annual home area directories only)*	No charge for normal numbers of books delivered to end users; bulk deliveries per separate arrangement	
3.c.	Additional listings, changes to listings, non-listed, non-published, and other extra services	Per tariff [BA-PA PUC 1 sec. 5.B]  Illustrative: Additional listing: \$12.00 residence; \$15.00(1st), \$9.00 (additional) business  Non-list: \$15.00 residence or business  Non-published: \$15.00 residence or business	Per tariff [BA-PA PUC 1 sec. 5.B]  Illustrative: Additional listing: \$1.25/mo. residence, \$2.05/mo. business  Non-list: \$1.25/mo. residence or business  Non-published: \$1.75/mo. residence or business

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
4.a.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)*	No charge	
4.b	Change NXX code rate center	\$ 1,753.65	
5.a	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariff	Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC sec. 6.9.2.I] tariff  Illustrative:  Interstate: STP ports, \$900/mo.; STP access: \$3.50/mile/mo.  Intrastate: STP ports: \$932.58/mo.; STP access: \$4.00/mile/mo.
5.b	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.1.N], and intrastate [BA-PA PUC 302 sec. 6.9.2.J] tariffs  Illustrative:  Interstate basic query, \$0.003105/query; vertical feature package, \$0.000337/query Intrastate basic query, \$0.003089/query; vertical feature package, \$0.000327/query
6.	Local dialing parity*	No charge	
7.a	Reciprocal call termination  Local Traffic delivered to Bell Atlantic Interconnection Point*		End Office: \$.003/mou Tandem: \$.005/mou  Charged in accordance with note 2 below
7.b	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)

**B. Sprint Services, Facilities, and Arrangements:**

	<u>Sprint Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a	[Reserved]		
1.b	[Reserved]		
2.	Local dialing parity*	No charge	
3.a	Reciprocal call termination Local Traffic delivered to Sprint Interconnection Point *		Calculated in accordance with note 2 below
3.b	Access charges for termination of intrastate and interstate Toll Traffic		At generally available rates, not to exceed BA's tariffed rates (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate).
4.	All other Sprint services available to BA for purposes of effectuating local exchange competition	At generally available rates, not to exceed BA rates for equivalent services available to Sprint	

2 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

(a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Access Tandem: \$.005 per mou

(b) Traffic delivered directly to terminating BA End Office: \$.003 per mou

Note: All BA-IPs as of the Effective Date are LSWC or Access Tandems. Therefore, Local Traffic delivered to such BA-IPs shall be subject to the rate of \$.005 per mou.

B. Charges by Sprint

1. Single-tiered interconnection structure:

Sprint's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

*LSWC/Access Tandem Minutes* = Total minutes of use of Local Traffic delivered by Sprint to the BA LSWC or BA Access Tandem for most recent billed quarter.

*End Office Minutes* = Total minutes of use Local Traffic delivered by Sprint directly to the terminating BA End Office for most recent billed quarter.

*Total Minutes* = Total minutes of use of Local Traffic delivered by Sprint to BA for most recent billed quarter.

Sprint Charge at the X-IP =

$$\frac{(LSWC/Access Tandem Minutes \times \$.005) + (End Office Minutes \times \$.003)}{Total Minutes}$$

For the first year after the Effective Date, the Sprint charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date.

2. Multiple-tiered interconnection structure (if offered by Sprint to any carrier)
  - (a) Local Traffic delivered to Sprint LSWC or Sprint Access Tandem: \$.005
  - (b) Local Traffic delivered to terminating Sprint End Office/node: \$.003
  
- C. In the event a Party desires to deliver Local Traffic to a LSWC that is not located within 25 miles of the Tandem Office to which it is subtended, then such Party shall, in addition to paying the Access Tandem termination rate described above, purchase the necessary transport facilities from the terminating Party to transport such Traffic to the Access Tandem.

**NETWORK ELEMENT BONA FIDE REQUEST**

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element, the telecommunications service(s) to be provided by the requesting Party using the requested Network Element(s), the means of Interconnection, the number or volume requested, the locations, and the date(s) such Network Elements are desired. The requesting Party shall either make a binding commitment to order the Network Elements requested in the quantity and within the time frame requested or to pay the requested Party the costs of processing the Requests.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the requested Network Element upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the requested Network Element must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the requested Network Element, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the requested Network Element pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

*APPENDIX 2*

*Exhibit A*  
**BELL ATLANTIC-PENNSYLVANIA, INC. AND WIRELESSCO, L.P.**

**DETAILED SCHEDULE OF ITEMIZED CHARGES<sup>1</sup>**

**A. BA Services, Facilities, and Arrangements:**

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC #1 sec. 6.9.1.] and intrastate [BA-PA PUC 302 sec. 6.9.2B] access tariffs for Feature Group D service  Illustrative:  Interstate non-recurring: \$1, plus \$1 switched access connection charge per trunk; DS-1 entrance facility \$210-\$260/mo.  Intrastate nonrecurring: \$930 for first DS-1, \$300 for additional, plus \$20 switched access connection charge per trunk; DS-1 entrance facility \$210-270/mo.	
1.b.	Transit arrangements (for Interconnection between WirelessCo, L.P. and carriers other than BA)	Per tariffs cited in section 1.a. above, as applicable; separate trunks required for IXC subtending trunks	Per interstate [BA FCC 1 sec. 6.9.1.B] and intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable  Illustrative:  Interstate  tandem switching \$.0008/mou, tandem switched transport \$.00015/mou plus \$.00003/mou/mile  Intrastate  tandem switching \$.000983/mou tandem switched transport \$.000195 plus \$.000045/min/mou

<sup>1</sup> Rates listed herein for services, facilities, or arrangements that are marked with an asterisk (\*) are fixed pursuant to Section 14 of the Agreement for the initial term of the Agreement, as set forth in Section 16 of the Agreement. Rates for services, facilities, or arrangements that are not marked with an asterisk shall change in accordance with the provisions of Section 14 of the Agreement.

Rates for unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates. These interim rates shall be replaced on a prospective basis by permanent rates (applicable to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission in MFS III (Docket A310203F0002 et al.) or such proceeding as the Commission may deem appropriate and, if appealed, as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.c.	Directory assistance transport	Intrastate per BA- PUC 302 sec. 9.6.B (transport)  Interstate per BA FCC 1 sec. 9.6.B	Intrastate per BA- PUC 302 sec. 9.6.B;  Illustrative: Per call rate \$.000091 fixed, \$.000021 per mile, \$.001255 tandem switching  Interstate per BA FCC 1 sec. 9.6.B  Illustrative: Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection
1.d.	Operator services (call completion) Interconnection	Per separate contract	
2.a.	Operator services  911 service (data entry; database maintenance)*	No charge	
2.b.	Directory assistance	Per separate contract; branding available  Directory transport per section 1.c. above	
2.c.	Operator call completion	Per separate contract; branding available	
3.a.	White pages and Yellow Pages (business only) directory listings*	\$5.00 per primary listing per number	No charge
3.b.	Books & delivery (annual home area directories only)*	No charge for normal numbers of books delivered to end users; bulk deliveries per separate arrangement	
3.c.	Additional listings, changes to listings, non-listed, non-published, and other extra services	Per tariff [BA-PA PUC 1 sec. 5.B]  Illustrative: \$12.00 residence; \$15.00 (1"), \$9.00 (additional) business  Non-list: \$15.00 residence or business  Non-published: \$15.00 residence or business	Per tariff [BA-PA PUC 1 sec. 5.B]  Illustrative: Additional listing: \$1.25/mo. residence, \$205/mo. Business  Non-list: \$1.25/mo. residence or business  Non-published: \$1.75/mo. residence or business

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
4.a.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)*	No charge	
4.b	Change NXX code rate center	\$1,753.65	
5.a	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs	Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC sec. 6.9.2.I] tariffs  <i>Illustrative:</i>  Interstate: STP ports, \$900/mo.; STP access: \$3.50/mile/mo.  Intrastate: STP ports: \$932.58/mo STP access: \$4.00/mile/mo.
5.b	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.1.N], and intrastate [BA-PA PUC 302 sec. 6.9.2.J] tariffs  <i>Illustrative:</i>  Interstate basic query, \$.003105/query; vertical feature package, \$.000337/query Intrastate basic query, \$.003089/query; vertical feature package, \$.000327/query
6.	Local dialing parity*	No charge	
7.a	Reciprocal call termination  Local Traffic delivered to Bell Atlantic Interconnection Point*		End Office: \$.001864/mou Tandem: \$.003738/mou  Charged in accordance with note 2 below
7.b	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)

**B. WirelessCo, L.P. Services, Facilities, and Arrangements:**

	<u>WirelessCo, L.P. Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a	[Reserved]		
1.b	[Reserved]		
2.	Local dialing parity*	No charge	
3.a	Reciprocal call termination Local Traffic delivered to WirelessCo, L.P. Interconnection Point *		Calculated in accordance with note 2 below
3.b	Access charges for termination of intrastate and interstate Toll Traffic		At generally available rates, not to exceed BA's tariffed rates (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate).
4.	All other WirelessCo, L.P. services available to BA for purposes of effectuating local exchange competition	At generally available rates, not to exceed BA rates for equivalent services available to WirelessCo, L.P.	

2 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

(a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Access Tandem: \$.003738 per mou

(b) Traffic delivered directly to terminating BA End Office: \$.001864 per mou

Note: All BA-IPs as of the Effective Date are LSWC or Access Tandems. Therefore, Local Traffic delivered to such BA-IPs shall be subject to the rate of \$.003738 per mou.

B. Charges by WirelessCo, L.P.

1. Single-tiered interconnection structure:

WirelessCo, L.P.'s rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

*LSWC/Access Tandem Minutes* = Total minutes of use of Local Traffic delivered by WirelessCo, L.P. to the BA LSWC or BA Access Tandem for most recent billed quarter.

*End Office Minutes* = Total minutes of use Local Traffic delivered by WirelessCo, L.P. directly to the terminating BA End Office for most recent billed quarter.

*Total Minutes* = Total minutes of use of Local Traffic delivered by WirelessCo, L.P. to BA for most recent billed quarter.

WirelessCo, L.P. Charge at the X-IP =

$$\frac{(LSWC/Access Tandem Minutes \times \$0.003738) + (End Office Minutes \times \$0.001864)}{Total Minutes}$$

For the first year after the Effective Date, the WirelessCo, L.P. charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date.

2. Multiple-tiered interconnection structure (if offered by WirelessCo, L.P. to any carrier)

(a) Local Traffic delivered to WirelessCo, L.P. LSWC or WirelessCo, L.P. Access

Tandem: \$.003738

(b) Local Traffic delivered to terminating WirelessCo, L.P. End Office/node: \$.001864

C. In the event a Party desires to deliver Local Traffic to a LSWC that is not located within 25 miles of the Tandem Office to which it is subtended, then such Party shall, in addition to paying the Access Tandem termination rate described above, purchase the necessary transport facilities from the terminating Party to transport such Traffic to the Access Tandem.

**CERTIFICATE OF SERVICE**

I, Christopher M. Arfaa, hereby certify that I have this day caused a true copy of the foregoing document to be served upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a participant) and 1.55 (relating to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 8th of April, 1999.

**VIA US MAIL**

Office of Special Assistants  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Irwin A. Popowsky  
Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1921

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

D. Mark Thomas & Regina L. Martz  
Thomas, Thomas, Armstrong & Niesen  
212 Locust Street  
Harrisburg, PA 17108-9500

David E. Freet  
Pennsylvania Telephone Association  
P.O. Box 1169  
Harrisburg, PA 17108-1169

Paul Kouroupas, Director  
1133 21st St., N.W., Suite 400  
Two Lafayette Center  
Washington, DC 20036

Michelle Billand  
MCI Telecommunications Corp.  
1133 19th Street, N.W., 11th Floor  
Washington, D.C. 20036

Christopher D. Moore  
Sprint  
1850 M. Street, N.W., 11th Floor  
Washington, D.C. 20036

Bernard Ryan  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Bureau of Consumer Services  
PA Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Linda Oliver & Kyle Dixon  
Hogan & Hartson  
555 Thirteenth Street, N.W.  
Washington, D.C. 20004

Robert C. Barber  
AT&T Communications  
3033 Chain Bridge Road  
Oakton, VA 22185

Daniel Clearfield, Esq.  
Wolf, Block, Schorr and Solis-Cohen  
212 Locust Street, Suite 300  
Harrisburg, PA 17101-1236

Susan S. Shanaman  
Central Atlantic Payphone Association  
212 North Third Street, Suite 203  
Harrisburg, PA 17101

Joseph Laffey  
Commonwealth Telephone Company  
100 Lake Street  
Dallas, PA 18612

Kandace F. Melillo  
Office of Trial Staff  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Bureau of Fixed Utility Services  
PA Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Russell Blau  
Swidler & Berlin, Chartered  
3000 K Street, N.W. - Suite 300  
Washington, D.C. 20007-5116

James H. Cawley  
Rhoads & Sinon  
One South Market Square - 12th Floor  
Harrisburg, PA 17108-1146

Norman J. Kennard  
Malatesta Hawke & McKeon  
100 North Tenth Street  
Harrisburg, PA 17101

Brian Barno  
PA Cable & Telecommunications Assn.  
127 State Street  
Harrisburg, PA 17101-1025

H. Kay Dailey, Esq.  
United Telephone Company of PA  
1201 Walnut Bottom Road  
Carlisle, PA 17013

Bruce Kazee  
GTE Telephone  
100 Executive Drive  
Marion, OH 43302

Andrew O. Isar  
Telecommunications Resellers Assoc.  
4312 92nd Avenue, N.W.  
Gig Harbor, WA 98335

G.A. Gorman  
North Pittsburgh Telephone Company  
4008 Gibsonia Road  
Gibsonia, PA 15044-0395

J. G. Harrington  
Dow, Lohnes and Albertson  
1200 New Hampshire Avenue, N.W.  
Suite 800  
Washington, D.C. 20036-6802

  
Christopher M. Arfaa  
Attorney for  
Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32nd Floor  
Philadelphia, PA 19103  
(215) 963-6023

RECEIVED  
LEGISLATIVE REFERENCE  
BUREAU

PENNSYLVANIA PUBLIC UTILITY COMMISSION

99 APR 12 AM 11:22

PA. CODE & BULLETIN

NOTICE TO BE PUBLISHED

Joint Petition of Bell Atlantic-Pennsylvania, Inc.  
and Omnipoint Communications, Inc. for Approval of  
an Interconnection Agreement Under Section 252(e)  
of The Telecommunications Act of 1996.

Docket Number: ~~A-310803~~

A-30830

DOCUMENT

APR 14 1999

Bell Atlantic-Pennsylvania, Inc. and Omnipoint Communications, Inc., by its counsel, filed on April 8, 1999, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Bell Atlantic-Pennsylvania, Inc. and Omnipoint Communications, Inc. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION

*James J. McNulty*

James J. McNulty  
Secretary

DOCUMENT  
FOLDER

EEF