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SEP 15 11:45:50
JCC

September 15, 1998

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

981139-TP

Re: Petition of Sprint-Florida, Incorporated
for Approval of a Interconnection Agreement
with Aerial Communications

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies
of Sprint-Florida, Inc.'s Petition for approval of a
Interconnection Agreement with Aerial Communications.

Please acknowledge receipt and filing of the above by
stamping the duplicate copy of this letter and returning the
same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

SSM/th

Enclosures

RECEIVED
[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
10127 SEP 15 98
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida, Inc. and)
Aerial Communications)
_____)

Filed: September 15, 1998

Docket No.

PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH AERIAL COMMUNICATIONS

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint-Florida has entered with Aerial Communications. In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

2. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to as the Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

DOCUMENT NUMBER DATE

10127 SEP 15 88

FPSC-RECORDS/REPORTING

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with Aerial Communications, which is a CMRS carrier as that term is defined in 47 C.F.R. 20.3. This Agreement was executed on August 31, 1998 and is attached hereto as Attachment A.

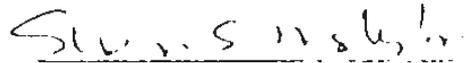
4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

5. The Agreement with Aerial Communications does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection Agreement between Sprint-Florida and Aerial Communications.

Respectfully submitted this 15th day of September, 1998.

Sprint-Florida, Incorporated



Susan S. Masterton
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
MS: FTLHO0107
Tallahassee, Florida 32301
(850)599-1560



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

Effective: August 15, 1998

End Date: August 14, 1999

Aerial Communications, Inc.

and

Sprint - Florida, Inc.

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

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Aerial Communications, Inc., on behalf of its affiliate, APT Tampa / Orlando, Inc. ("Aerial"), a Delaware corporation, and Sprint - Florida, Inc. ("Sprint"), a Florida corporation, hereinafter collectively, "the Parties", entered into this 15th day of August, 1998.

WHEREAS, the Parties wish to interconnect their Telecommunications facilities in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate from the other's network and place calls that terminate to the other's network; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Florida Public Service Commission (the "Commission");

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

PART A – GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

- 1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C sets forth, among other things, descriptions of the services, pricing, and technical and business requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule**
- II. Interconnection**
- III. Network Maintenance and Management**
- IV. Access to Telephone Numbers**

- 1.2 Sprint shall not discontinue any individual interconnection arrangement or Telecommunications Service provided or required hereunder without providing Aerial ninety (90) days' notice, and in no case less than thirty (30) days' prior written notice unless otherwise ordered by a regulatory agency or court, of such discontinuation of such service or arrangement. Sprint agrees to use its best efforts and shall cooperate in good faith with Aerial with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.**
- 1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Aerial's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint shall provide prior written notice as soon as possible, and in no event less than that notice provided for in FCC rules, of any such service-affecting reconfiguration, reengineering or redeployment of its network.**
- 1.4 The services and facilities to be provided to Aerial by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement.**
- 1.5 The Parties agree that entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.**

Section 2. Regulatory Approvals

- 2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Aerial shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. Aerial shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval and shall amend this Agreement in writing to include such revisions.
- 2.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and the Parties will mutually agree on amendments to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 2.3 Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the

parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

- 2.4 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term and Termination

- 3.1 This Agreement shall be deemed effective upon the Effective Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties. For any interconnection arrangements that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that Sprint is not able to bill the new rates for the pre-existing interconnection arrangements on the Effective Date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing interconnection arrangements retroactively to the Effective Date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.
- 3.2. Except as provided herein, Sprint and Aerial agree to provide service to each other on the terms defined in this Agreement for a period ending August 14, 1999 ("End Date"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.
- 3.3. Either Party may terminate this Agreement at the end of the term by providing written notice of termination to the other, either prior to or subsequent to the End Date, such written notice to be provided at least ninety (90) days in advance of the date of termination ("Termination Date"). In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption for an additional 90 days following the Termination Date ("Transition Period") provided that within said Transition Period (a) a new agreement is executed by the Parties, (b) a new agreement is not executed and either Party

requests arbitration or mediation before the appropriate Commission or FCC, or (c) Aerial avails itself of standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC. With respect to (b), this Agreement shall cease with the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration or mediation request.

3.4. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

3.4.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

3.4.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.5. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.6. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days' prior written notice to Aerial.

3.6.1. If the acquiring party is an Incumbent Local Exchange Carrier ("ILEC") in that state or an affiliate of such ILEC, and either Party already has an interconnection agreement with that ILEC, then this Agreement shall terminate on the closing date of the sale or trade with regard to the relevant exchange(s); or

3.6.2. In the event the acquiring party is not an ILEC in that state, or is an ILEC in that state but does not have an interconnection agreement with either Party, then said Party

shall have the right to assign its rights, obligations, and duties under this Agreement with regard to the relevant exchange(s) without the other Party's permission to the acquirer of such assets, provided the acquirer has assumed the rights, duties, and obligations of said Party.

Section 4. Charges and Payment

- 4.1 In consideration of the services provided by each Party under this Agreement, Aerial and Sprint shall pay the other the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.
- 4.2 Subject to the terms of this Agreement, Parties shall pay one another within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 4.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 4.4 The Billing Party will assess late payment charges to the other Party in accordance with the applicable tariff or, if there is no tariff, the Billing Party shall assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from Aerial while any past due, undisputed charges remain unpaid.
- 4.6 Aerial will not accept any new or amended order for Telecommunications Services, Interconnection or other services under the terms of this Agreement from Sprint while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

- 5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.
- 5.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3 Each party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.
- 5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude either Party from charging the other for such costs as permitted under a Commission order.

Section 7. Limitation of Liability

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall

either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

Section 8. Indemnification

8.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. Notwithstanding the above, in the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall, for purposes of interacting with the Customer, indemnify the other Party and hold it harmless against any or all such loss alleged by each and every Customer; however, as between the Parties, the terms of this section shall apply to such situation and they shall compensate each other accordingly. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party, for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over the defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 8.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the indemnifying Party's discontinuance of service to one of the indemnified Party's subscribers for nonpayment.
- 8.3 When the lines or services of other companies and Aerial's are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Aerial.
- 8.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

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

Section 10. Confidentiality and Publicity

- 10.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be

protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

- 10.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 10.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 10.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10.

Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

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

10.4 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 11. Warranties

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at parity with that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Section 12. Assignment and Subcontract

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest

of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Aerial or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

12.2 Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

Section 13. Governing Law

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

Section 14. Relationship of Parties

It is the intention of the Parties that each Party is an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 15. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Sprint from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person

not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 16. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested or via nationally recognized overnight delivery service and addressed as follows:

If to Sprint:	Sprint 4220 Shawnee Mission Pkwy Suite 301B Fairway, KS 66205 Attn: Local Carrier Markets	If to Aerial:	Aerial Communications, Inc. 8410 W. Bryn Mawr Avenue Suite 1100 Chicago, Illinois 60631 Attn: Vice President, Engineering and Operations
with a copy to:	Regional Director - Carrier Markets Sprint P.O. Box 165000 Altamonte Springs, FL 32716-5000	with a copy to (for notices regarding breach, termination and litigation,	Aerial Communications, Inc. 8410 W. Bryn Mawr Avenue Suite 1100 Chicago, Illinois 60631 Attn: Director, External Affairs

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 16.

Section 17. Waivers

- 17.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 17.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be

construed as a general waiver or relinquishment of such term, right or condition.

- 17.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

Section 18. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22.

Section 19. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Aerial.

Section 20. Dispute Resolution Procedures

- 20.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited

resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, the Parties will reimburse the Commission as required by its rules and regulations, or as otherwise mutually agreed. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

- 20.2. If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) 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 when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges as set forth in Section 4.4, if appropriate, upon final determination of such dispute.
- 20.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall 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.
- 20.4. 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 20.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or in equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

Section 21. Cooperation on Fraud

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

Section 22. Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes (the "Collecting Party") shall do so unless the other Party provides the Collecting Party with the required evidence of exemption. The Party so obligated to pay any such taxes (the "Paying Party") may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that the Paying Party shall not permit any lien to exist on any asset of the Collecting Party by reason of the contest. The Collecting Party shall cooperate fully in any such contest by the Paying Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Additionally, the Party obligated to collect and remit taxes shall, upon the other Party's request, assign to the other Party the right to contest in good faith any unfair or unreasonable taxes at the other Party's expense.

Section 23. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 24. Severability

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

Section 25. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 26. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 27. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 28. Successors and Assigns

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

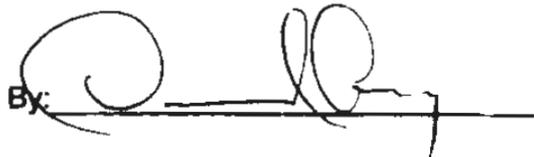
Section 29. Implementation

- 29.1. Implementation Team.** This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.
- 29.2. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:**
- 29.2.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) and the trunk groups, including standards and procedures for notification and discoveries of trunk disconnects;**
 - 29.2.2 disaster recovery and escalation provisions;**
 - 29.2.3 escalation procedures for ordering, provisioning, billing, and maintenance;**
 - 29.2.4 single points of contact for ordering, provisioning, billing, and maintenance;**
 - 29.2.5 service ordering and provisioning procedures, including provision of the trunks and facilities;**
 - 29.2.6 provisioning and maintenance support;**
 - 29.2.7 billing processes and procedures;**
 - 29.2.8 network planning components including time intervals;**
 - 29.2.9 appropriate testing of services, equipment, facilities and Network Elements;**

29.2.10 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

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

Aerial Communications, Inc.

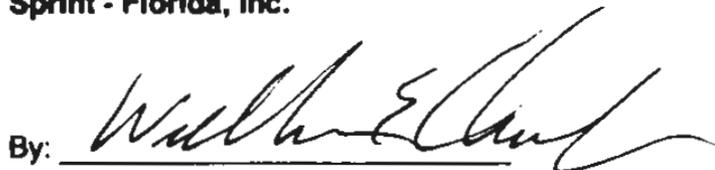
By: 

Name: David Lowry

Title: Chief Technical Officer

Date: 8/11/98

Sprint - Florida, Inc.

By: 

Name: William E. Cheek

Title: Vice President
Sales and Account Management

Date: 8/31/98

PART B – DEFINITIONS

"ACCESS SERVICE REQUEST" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Aerial and Sprint for Local Interconnection.

"ACT" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either party, or the right to control the business decisions, management and policy of another entity.

"BUSINESS DAY(S)" means the days of the week excluding Saturdays, Sundays, and all official Sprint holidays.

"CENTRAL OFFICE SWITCH" (hereinafter "Central Office" or "CO"), "END OFFICE", "HOST / REMOTE", "TANDEM" OR "MOBILE SWITCHING CENTER" (hereinafter "MSC") - means a switching facility within the public switched telecommunications network, including, but not limited to:

End Office Switches and Host/Remote Complexes are switches from which end user Telephone Exchange Services are directly connected and offered. Host/Remote is a Central Office (Class 5) that handles traffic from subscriber lines and trunks in the public switching network. A Remote extends the reach of the Host to remotely located subscribers via either switch remotes or pair gain devices

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Mobile Switching Center is an element of the PCS network that routes calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates inter-cell and inter-system call hand-off and records all system traffic for analysis and billing.

"COLLOCATION" means the right of Aerial to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Aerial obtains dedicated space to

place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Aerial provides to Sprint.

"COMMERCIAL MOBILE RADIO SERVICE" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

"COMMON TRANSPORT" means a local interoffice transmission path between the Sprint Tandem Switch and a Sprint End Office switch. Common transport is shared between multiple customers and is required to be switched at the tandem.

"DEDICATED TRANSPORT" Dedicated Transport provides a local interoffice transmission path between Sprint's Central Office and Aerial's MSC. Dedicated transport is limited to the use of a single customer and does not require switching at a tandem.

"EFFECTIVE DATE" is the date referenced in the opening paragraph of the Agreement, unless otherwise required by the Commission.

"FCC" means the Federal Communications Commission.

"FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.

"INCUMBENT LOCAL EXCHANGE CARRIER" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

"INDIRECT TRAFFIC" means traffic which is originated by one Party and terminated to the other Party in which a third party LEC provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.

INTERMTA TRAFFIC" For purposes of reciprocal compensation under this Agreement, interMTA traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.

"INTERCONNECTION" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

"INTEREXCHANGE CARRIER" ("IXC") means a provider of interexchange telecommunications services.

"LOCAL TRAFFIC" For purposes of reciprocal compensation under this Agreement, local traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. 24.202(a).

"MAJOR TRADING AREA" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" ("MECAB") refers to the 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 access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

"MULTIPLE EXCHANGE CARRIER ORDERING AND DESIGN" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices 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 MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

"NUMBERING PLAN AREA" ("NPA"-sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX CODE," OR "CENTRAL OFFICE CODE," OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the NANP.

"ORDERING AND BILLING FORUM" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PARITY" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Aerial on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Aerial as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"PERCENT LOCAL USAGE" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of Local Traffic minutes and interMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"POINT OF INTERCONNECTION" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Aerial interconnect for the exchange of traffic.

"TARIFF" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"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.

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

"TRUNK-SIDE" - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and

signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

UNDEFINED TERMS - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

"VIRTUAL RATE CENTER" means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

PART C ATTACHMENT I – PRICE SCHEDULE

1. General Principles

- 1.1. Subject to the provisions of Section 2 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

2. Interconnection and Reciprocal Compensation

- 2.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment II of this Agreement.
- 2.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment II of this Agreement. Notwithstanding the above, Sprint will block non-local traffic per Aerial's request.
- 2.3. Aerial shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Table 1 of this Attachment when Aerial uses a Sprint access tandem to terminate a local call to a third party LEC or another carrier. Sprint shall pay Aerial a transit rate equal to the Sprint rate referenced above when Sprint uses an Aerial switch to terminate a local call to a third party LEC or another carrier.
- 2.4. Sprint will not engage in reciprocal compensation arrangements with carriers providing paging services until such time as such carriers have filed with and received approval of relevant cost studies from the pertinent state Commissions. This does not apply to short message service or paging required for mobile call set up.
- 2.5. Composite Rate.
 - 2.5.1. Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage from Aerial to Sprint, Sprint will bill Aerial a state specific composite rate for all

usage. This composite rate will be developed using the individual rate elements set forth in Table 1 of this Agreement.

2.5.2. An inventory of Aerial's trunks by type of interconnection is obtained. Based on the inventory, a percentage of each interconnection type is calculated. In the case of Type 2A connections to 4/5 class switches (those switches that perform both tandem switching and end office switching functions), the Parties acknowledge that a percentage of traffic delivered via Type 2A interconnection trunks may be terminated to the end office "side" of the switch. A factor will be developed to reflect this percentage of end office terminations to total traffic passed via these trunks, and the tandem switching rate element will not be applied to that percentage of traffic.

2.5.3. The composite rate is developed by applying the applicable rate elements for each interconnection type by the percentage of the said interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each interconnection trunk type is the resulting statewide average composite rate.

2.5.4. Either Party may initiate a review of the traffic weightings used in calculating the composite rate. Such review may take place on a quarterly basis upon the reasonable request of either Party.

2.6 For CMRS interconnection only, once Aerial has measurement capabilities, Aerial will bill Sprint the following composite rates:

2.6.1. Tandem Interconnection Charge. Aerial will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Attachment I, Table 1 for all traffic terminating to Aerial via a tandem interconnection with Sprint. In the case of Type 2A connections to 4/5 class switches (those switches that perform both tandem switching and end office switching functions), the Parties acknowledge that a percentage of traffic delivered via Type 2A interconnection trunks may be terminated to the end office "side" of the switch. A factor will be developed to reflect this percentage of end office terminations to total traffic passed via these trunks, and the tandem switching rate element will not be applied to that percentage of traffic.

2.6.2. End Office Interconnection Charge. Aerial will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Attachment I, Table 1 for all

traffic terminating to Aerial via an end office interconnection with Sprint.

**Part C
Attachment I**

Table 1 - Network Elements Pricing

Description	Florida
End Office Switching Per Minute of Use	\$0.003587
Tandem Switching Per Minute of Use	\$0.003345
Common Transport per Minute of Use	\$0.001022
Inter / Intra Exchange DS1 Direct Transport	Rate Varies
Inter / Intra Exchange DS3 Direct Transport	Rate Varies
Common per Minute of Use	\$0.001022
Common Transport Remote Factor	0.061298
Common Transport to Remotes per Minute of Use	\$0.000063
NRC DS1	\$135.83
NRC DS3	\$249.16

PART C

ATTACHMENT II - INTERCONNECTION

A. Scope - Aerial shall interconnect with Sprint's facilities as follows at Parity for the purpose of routing or terminating traffic:

1. Aerial may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. For each LATA in which Aerial wants to establish Interconnection with Sprint, Aerial must establish at least one physical POI per LATA containing a Sprint wire center in which Sprint and Aerial exchange Local Traffic, as long as LATAs are required by state or federal regulation and/or until such time as Sprint becomes an authorized interLATA carrier. Aerial may also establish Virtual Rate Centers (VRCs).

A VRC is only permitted when the chosen virtual exchange meets the following criteria:

- a) it is in a Sprint exchange;
 - b) it is served by the same access tandem and is within the same LATA as the exchange where Aerial's Type 2A interconnection exists; and
 - c) it is in a different local calling area, as defined by the Commission, than the exchange where Aerial's interconnection exists.
2. Types of Interconnection:
 - a. Type 1 Interconnection. Type 1 interconnection is a trunk-side connection to an end-office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multifrequency (MF) address pulsing and supervision only and will provide Aerial access only to the NXX codes served by that individual End Office(s) to which Aerial interconnects.
 - b. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
 - c. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and to remotes

subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.

- d. **Type 2C Interconnection.** A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
 - e. **Type 2D Interconnection.** A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
3. Interconnection to an Aerial location within an MTA will provide Sprint local interconnection for local and toll access service purposes to Aerial's facilities within that MTA and to other companies which are likewise connected within that MTA.
 4. Where Aerial requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911), additional or special trunking will be provided at Aerial's expense as required for interconnection and routing to such ancillary services.
 5. Sprint agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Aerial's terminating, transmission, and concentrating equipment, subject to physical space limitations. Sprint agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Aerial's written request.
 6. The provisions of this Section shall apply to Sprint's interconnection to Aerial's network for the purpose of routing all the types of traffic.

B. *Exchange of Traffic* - Where the Parties interconnect for the purpose of exchanging traffic between networks, the following will apply:

1. The Parties will mutually agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including, but not limited to, end offices, host/remotes, tandems, 911 routing switches, and directory assistance/operator service switches where technically feasible.
2. When traffic is not segregated according to traffic types, the Parties will use a 2 percent jurisdictional use factor (e.g., intra\interMTA traffic, intra\interstate), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.

3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
4. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Aerial.
5. In the event SS7 facilities are not available from Sprint, Aerial may, at its option, obtain multi-frequency signaling.
6. Where available, Sprint agrees to provide CIP (carrier identification parameter) within Aerial's SS7 call set-up signaling protocol at no charge.
7. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.
9. Each Party is responsible for the transport of an originating call from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

C. ***Types of Traffic and Services*** - The types of traffic to be exchanged under this Agreement include:

1. **Local Traffic.** For the purposes of compensation between Aerial and Sprint under this Agreement for Interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Aerial for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas.

2. **Traffic that originates and terminates within the same MTA, whether originating with Sprint or Aerial, shall be Local Traffic subject to reciprocal compensation and shall not be classified as switched access traffic. Switched access traffic as specifically defined in Sprint's state and interstate switched access tariffs, and, except for Local Traffic, generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the other Party's network. To the extent switched access traffic cannot be measured, percent usage factors will be developed by the Parties to determine interMTA traffic and intra/interstate traffic.**
3. **Transit traffic.**
 - a. **This is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.**
 - b. **Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party LEC providing the transit services.**
 - c. **Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.**
4. **IntraLATA toll traffic. This traffic is defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA. For purposes of reciprocal compensation, traffic that originates and terminates within the same MTA is Local Traffic. For traffic originating from a Sprint end user customer, intraLATA toll traffic is defined as prescribed by the Commission.**
5. **Ancillary traffic. This includes all traffic destined for ancillary services, or that traffic which may have special billing requirements, including, but not limited to the following:**
 - 1) **Directory Assistance;**
 - 2) **911/E911;**
 - 3) **Operator call termination (busy line interrupt and verify);**
 - 4) **LIDB; and**
 - 5) **Information services requiring special billing. (e.g., 900 and 950)**

6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Sprint will provide transit tandem switching and transport services for Aerial's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications carrier other than Sprint; (c) IXCs, and (d) other CMRS carriers.
7. Sprint shall not impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Aerial's actual usage reporting. Sprint and Aerial reserve the right to measure and audit all traffic to ensure that proper rates are being applied in a mutually agreed upon manner. The Parties agree to provide the necessary traffic data or work with each other to obtain the necessary traffic data.

D. Compensation

1. Local Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. When Aerial uses VRCs, each Sprint rate element utilized in completing a call to the VRC shall be charged to Aerial for completion of that call; however, physical interconnection is not required. For example a call terminating from Aerial over Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint to Aerial for Direct Transport to the tandem, Tandem Switching, Common Transport to the end office, and End Office Switching.
 - a. Termination (End Office Switching). The rates set forth on Exhibit 1 shall be used. However, in the event, the Commission does establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the Parties agree to amend the Agreement to include the rates, terms and conditions established by the Commission.
 - b. Transport. Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the Parties agree to amend the Agreement to include the rate, terms and conditions adopted by the Commission.

- 1) Direct Transport rates apply to dedicated transport facilities that Aerial leases from Sprint.
 - 2) Common Transport rates apply to Aerial traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.
- c. Tandem Charge. Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the Parties agree to amend the Agreement to include the rate, terms and conditions adopted by the Commission.
- d. Additions to an existing and/or new line-side connection between Aerial's central office and Sprint's central office, or a trunk-side connection, will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.
2. Local Traffic Terminating to Aerial. For purposes of Sprint-CMRS interconnection only, it is agreed that, for local traffic terminating to Aerial, Sprint shall be charged the same rates charged to Aerial by Sprint for local traffic terminating to Sprint, applied as described paragraphs 2.6 and 2.7 in Attachment I.
 3. Indirect Traffic terminating to Sprint. Rate elements that may be charged to Aerial are (1) End Office Switching as set forth in Attachment 1, and (2) any applicable Common Transport charges set forth in Attachment 1 when the point of interconnection with the transiting LEC is not at a Sprint End Office.
 4. Indirect Traffic terminating to Aerial. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment 1, and (2) any applicable Common Transport charge as set forth in Attachment 1 when the point of interconnection with the transiting LEC is not at Aerial's MSC.
 5. Interconnection Facilities. Sprint and Aerial will allocate the cost of Interconnection facilities based upon actual traffic studies mutually agreed to by the Parties.
 - 5.1. Winter Park Interconnection. Aerial shall bill Sprint 20 percent (17 percent + 83 percent) of the traffic volumes billed by Sprint to Aerial. This billing arrangement assumes that approximately 83 percent of the total traffic between Aerial and Sprint is Sprint terminating traffic. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating to Aerial from Sprint for the Winter Park Interconnection (Trunk Group No. 534).

- 5.2. **Ocala Interconnection.** Aerial shall bill Sprint 49 percent (33 percent + 67 percent) of the traffic volumes billed by Sprint to Aerial. This billing arrangement assumes that approximately 67 percent of the total traffic between Aerial and Sprint is Sprint terminating traffic. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating to Aerial from Sprint for the Ocala Interconnection (Trunk Group No. 727).
- 5.3. The above traffic volume allocations may be reviewed once during a three month period by either Party. All new Interconnections established by Aerial in Florida will require switch-specific traffic studies, using a minimum of 30 days of traffic information to determine the actual traffic volumes between the Parties. All new and revised traffic allocation factors will be mutually agreed to by the Parties before being utilized for billing purposes and will be included in this Agreement via an amendment.
6. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.
7. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with Attachment I, Table 1 or applicable tariffs.

E. Billing

1. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing record to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing record to the terminating Party, then the terminating Party must obtain the originating billing record from the third party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third party transit company in order to obtain the originating billing records from the transit company.

2. When a third party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.
3. Sprint and Aerial agree to conform to MECAB and MECOD guidelines, where possible, until such time as Aerial develops its own billing system. Once such system is developed, Aerial must coordinate with Sprint for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Sprint/Subsequent Billing Sprint billing cycles in conformance with MECAB and MECOD guidelines.
4. Interconnection meet point billing arrangements will be made available to Aerial. For construction of new facilities, Sprint shall be responsible for provisioning 50 percent of the interconnection facilities or to the Sprint wire center boundary in which the End Office or Tandem is located, whichever is less. Aerial shall be responsible for provisioning 50 percent of the interconnection facilities or to the Sprint wire center boundary in which the End Office or Tandem is located, whichever is greater. Or, should Aerial prefer, new interconnection facilities may be leased from Sprint in accordance with Sprint's tariff. Special construction charges, if appropriate, will be charged in accordance with Sprint's access or local service tariff, as applicable.
5. To the extent that Aerial does not have the necessary information or capability to bill Sprint based upon actual traffic, Aerial shall bill Sprint based upon the following traffic volume allocations which were determined based upon actual traffic studies mutually agreed to by the Parties.
 - 5.1. Winter Park Interconnection. Aerial shall bill Sprint 20 percent (17 percent + 83 percent) of the traffic volumes billed by Sprint to Aerial. This billing arrangement assumes that approximately 83 percent of the total traffic between Aerial and Sprint is Sprint terminating traffic. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating to Aerial from Sprint for the Winter Park Interconnection (Trunk Group No. 534).
 - 5.2. Ocala Interconnection. Aerial shall bill Sprint 49 percent (33 percent + 67 percent) of the traffic volumes billed by Sprint to Aerial. This billing arrangement assumes that approximately 67 percent of the total traffic between Aerial and Sprint is Sprint terminating traffic. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating to Aerial from Sprint for the Ocala Interconnection (Trunk Group No. 727).

- 5.3. The above traffic volume allocations may be reviewed once during a three month period by either Party. All new interconnections established by Aerial in Florida will require switch-specific traffic studies, using a minimum of 30 days of traffic information to determine the actual traffic volumes between the Parties. All new and revised traffic allocation factors will be mutually agreed to by the Parties before being utilized for billing purposes and will be included in this Agreement via an amendment.
6. No discrete development charges shall be imposed on Aerial or Sprint for the establishment of standard meet point billing arrangements.
7. Sprint and Aerial agree to exchange test files to support implementation of billing prior to live bill production. Aerial and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.
8. Exchange of Records.
- a. Aerial and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Aerial and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.
 - b. Aerial and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Aerial and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Aerial and Sprint agree to work towards implementation of these standards.
 - c. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party Telecommunications Carrier if technically feasible when requested by the terminating Party. To the extent either Party incurs additional cost in providing this billing information, each Party agrees to reimburse the other for its direct costs of providing this information.
 - d. Sprint and Aerial agree to exchange test files as necessary to support implementation of automatic billing processes prior to live bill production. Aerial and Sprint agree to provide a report of actual measured traffic or a PLU report to determine non-local traffic in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

PART C

ATTACHMENT III – NETWORK MAINTENANCE AND MANAGEMENT

A. *General Requirements*

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. Sprint will process Aerial maintenance calls at Parity.
4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Major failures that will be reported are defined as follows:
 - a. Any cable or electronics outage that affects 50% or more of the in-service lines of a central office or 1000 access lines, whichever is less with a duration of 2 minutes or more.
 - b. Toll or EAS isolation of an entire exchange with a duration of 2 minutes or more.
 - c. Any digital cross connect or fiber optic complete system failure lasting 2 minutes or more.
5. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using the Parties' facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
6. Sprint and Aerial will perform scheduled maintenance that may be service-affecting within mutually agreed upon maintenance windows. This does not

apply to emergencies or maintenance of an urgent nature that cannot wait until a maintenance window. The Parties recognize that maintenance windows generally reflect periods of low traffic on the networks, and may vary from location to location, as well as between Sprint and Aerial.

B. *Restoration of Service In the Event of Outages*

1. Sprint restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Aerial end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Aerial in general. Third, should Sprint be providing or performing tandem switching functionality for Aerial, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.
2. Aerial and Sprint will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Aerial national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Sprint network requirement.

C. *Service Projections*

Sprint and Aerial will provide a non-binding two-year intercompany forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

1. Common Language Location Identifier (CLLI-MSG) codes for tandem and end office locations;
2. Two-Six Codes for each trunk group;
3. Quantity of trunks in service;
4. Share usage and share overflow information. This information will be derived by taking the highest usage of a twenty (20) day period (generally a four (4) week period, not to include weekends or holidays) from the previous twelve (12) months, or other interval as local conditions warrant and are mutually agreed to by both Parties;
5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

D. *Quality of Service*

1. Sprint shall provide Aerial with the same intervals and level of service provided by Sprint to its end-users or other carriers at any given time. At no time shall such intervals and level of service be less than that prescribed by the Commission.
2. Interconnection quality of service should be at Parity with that provided by Sprint for its own services. At no time shall such intervals and level of service be less than that prescribed by the Commission .
3. A blocking standard of one percent (1%) (P.01) during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
4. Aerial and Sprint shall negotiate a process to augment the network and to expedite network augmentations and other orders when requested by either

PART C
ATTACHMENT IV – ACCESS TO TELEPHONE NUMBERS

- A. ***General Requirements*** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.