

RECEIVED-FPSC 00 APR -4 PM 4:49

RECORDS AND

REPORTING

Susan S. Masterton Attorney

Law/External Affairs Post Office Box 2214 Tallahassee, FL 32318-2214 Voice 850 599 1560 Fax 850 878 0777 susan.masterton@mail.sprint.com

April 4, 2000

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



Re: Petition of Sprint-Florida, Incorporated for Approval of Interconnection with NPCR, Inc.

Dear Ms. Bayo:

Enclosed for filing is the original and five (5) copies of Sprint-Florida, Inc.'s Petition for approval of an Interconnection Agreement with NPCR, Inc.

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,

Swon S. mety In

Susan S. Masterton

SSM/th

Enclosures



DOCUMENT NUMBER-DATE

04134 APR-48

FPSC-RECORDS/REPORTING

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Filed: April 4, 2000

Docket No.

## PETITION OF SPRINT-FLORIDA, INCORPORATED FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH NPCR, INC.

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 NPCR, Inc. 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 04134 APR-48 FPSC-RECORDS/REPORTING

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with NPCR, Inc., which is a CMRS carrier as that term is defined in 47 C.F.R. 20.3. This Agreement was executed on January 21, 2000 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.  $\S252(e)(2)$ .

5. The Agreement with NPCR, Inc. 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, Incorporated respectfully requests that the Florida Public Service Commission approve the Interconnection Agreement between Sprint-Florida and NPCR, Inc. Respectfully submitted this 4th day of April, 2000.

Sprint-Florida, Incorporated

Swars metali

Susan S. Masterton Attorney Sprint-Florida, Incorporated Post Office Box 2214 MS: FLTLHO0107 Tallahassee, Florida 32316 (850) 599-1560



٠

# Commercial Mobile Radio Services (CMRS) INTERCONNECTION AGREEMENT

January 17, 2000

NPCR, Inc.

and

Sprint -Florida, Incorporated

# PART A – DEFINITIONS

3. TERM AND TERMINATION 9   4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS 11   5. AUDITS AND EXAMINATIONS 11   6. INTELLECTUAL PROPERTY RIGHTS 12   7. LIMITATION OF LIABILITY 13   8. INDEMNIFICATION 13   9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT 15   12. GOVERNING LAW 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
2.REGULATORY APPROVALS93.TERM AND TERMINATION94.POST TERMINATION INTERIM SERVICE ARRANGEMENTS115.AUDITS AND EXAMINATIONS116.INTELLECTUAL PROPERTY RIGHTS127.LIMITATION OF LIABILITY138.INDEMNIFICATION139.CONFIDENTIALITY AND PUBLICITY1410.WARRANTIES1511.ASSIGNMENT AND SUBCONTRACT1512.GOVERNING LAW1613.RELATIONSHIP OF PARTIES1614.NO THIRD PARTY BENEFICIARIES16
3. TERM AND TERMINATION 9   4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS 11   5. AUDITS AND EXAMINATIONS 11   6. INTELLECTUAL PROPERTY RIGHTS 12   7. LIMITATION OF LIABILITY 13   8. INDEMNIFICATION 13   9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT 15   12. GOVERNING LAW 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS. 11   5. AUDITS AND EXAMINATIONS. 11   6. INTELLECTUAL PROPERTY RIGHTS. 12   7. LIMITATION OF LIABILITY. 13   8. INDEMNIFICATION 13   9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT. 15   12. GOVERNING LAW. 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
5. AUDITS AND EXAMINATIONS. 11   6. INTELLECTUAL PROPERTY RIGHTS. 12   7. LIMITATION OF LIABILITY. 13   8. INDEMNIFICATION 13   9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT. 15   12. GOVERNING LAW. 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
6. INTELLECTUAL PROPERTY RIGHTS 12   7. LIMITATION OF LIABILITY 13   8. INDEMNIFICATION 13   9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT 15   12. GOVERNING LAW 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
7. LIMITATION OF LIABILITY
7. LIMITATION OF LIABILITY
9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT 15   12. GOVERNING LAW 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
9. CONFIDENTIALITY AND PUBLICITY 14   10. WARRANTIES 15   11. ASSIGNMENT AND SUBCONTRACT 15   12. GOVERNING LAW 16   13. RELATIONSHIP OF PARTIES 16   14. NO THIRD PARTY BENEFICIARIES 16
11. Assignment and Subcontract
11. Assignment and Subcontract
13. RELATIONSHIP OF PARTIES
13. RELATIONSHIP OF PARTIES
14. NO THIRD PARTY BENEFICIARIES16
15 NOTICES
16. WAIVERS17
17. SURVIVAL
18. FORCE MAJEURE
19. DISPUTE RESOLUTION PROCEDURES
20. COOPERATION ON FRAUD
21. TAXES
22. AMENDMENTS AND MODIFICATIONS
23. SEVERABILITY
24. HEADINGS NOT CONTROLLING
25. ENTIRE AGREEMENT '
26. COUNTERPARTS
27. SUCCESSORS AND ASSIGNS
28. IMPLEMENTATION
PART C. INTERCONNECTION AND RECIPROCAL COMPENSATION 21
1. INTERCONNECTION
2. EXCHANGE OF TRAFFIC
3. TYPES OF TRAFFIC AND SERVICES
4. COMPENSATION
5. CHARGES AND PAYMENT
6. BILLING
PART D - NETWORK MAINTENANCE AND MANAGEMENT 31
1. GENERAL REQUIREMENTS
2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES
3. SERVICE PROJECTIONS
4. QUALITY OF SERVICE
5. INFORMATION
PART E - ACCESS TO TELEPHONE NUMBERS 33
1. GENERAL REQUIREMENTS –
2. COMPENSATION
ATTACHMENT I – Florida PRICE LIST 34
ATTACHMENT 11 - POINTS OF INTERCONNECTION 51

#### INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between NPCR, Inc. ("Carrier"), a Delaware Corporation, and Sprint-Florida, Incorporated ("Sprint"), hereinafter collectively, "the Parties", entered into and effective this 17th day of January, 2000 ("Effective Date") with an End Date of January 16, 2001

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and Carrier; and

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

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Florida.

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

#### **PART A – DEFINITIONS**

#### 1. **DEFINED TERMS.**

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
  - 1.4.1. Directory Assistance;
  - 1.4.2. 911/E911;
  - 1.4.3. Operator call termination (busy line interrupt and verify); and
  - 1.4.4. Information services requiring special billing. (e.g., 900 and 950)

- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.6. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
  - 1.6.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
  - 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.6.3. "Mobile Switching Centers" ("MSCs") are an essential element of the PCS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates inter-cell and inter-system call hand-off and records all system traffic for analysis and billing.
  - 1.6.4. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Collocation" means the right of Carrier 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, Carrier obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.
- 1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.9. "Common Transport" means a local interoffice transmission path between the Sprint Tandem Switch and a Sprint End Office switch or between a Sprint End Office Switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.10. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC")" - means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.11. "Dedicated Transport" provides a local interoffice transmission path between Sprint's Central Office and the Carrier's MSC. Dedicated transport is limited to the use of a single customer.
- 1.12. "Effective Date" is the date referenced in the opening paragraph on Page 1 of the Agreement, unless otherwise required by the Commission.
- 1.13. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.

4

- 1.14. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.15. "FCC" means the Federal Communications Commission.
- 1.16. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.
- 1.17. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party LEC provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.18. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.19. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.20. "InterMTA Traffic" For purposes of reciprocal compensation under this Agreement, InterMTA traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.
- 1.21. "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Sprint's then-current IntraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.23. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202 (for CMRS to LEC traffic), or originates and terminates within the local calling area of that particular originating Central Office as defined in Sprint's then-current local service tariff (for LEC to CMRS traffic). This shall not affect Sprint's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. The parties agree that Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.24. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

- 1.25. "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.
- 1.26. "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.
- 1.27. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.28. "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.
- 1.29. "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.
- 1.30. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.31. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.32. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local 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.
- 1.33. "Point Of Interconnection" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic.
- 1.34. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.35. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, and wireless Carriers.
- 1.36. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.37. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.38. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.39. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.40. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or Carrier, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.41. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.42. "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.

1.43. "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 B -- GENERAL TERMS AND CONDITIONS

#### 1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Section 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between Carrier and Sprint end users. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 1.2. Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Noninterconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.
- 1.3. Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than thirty (30) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.4. Sprint will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.

1.5. The services and facilities to be provided to Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC but only to the extent that specific terms and conditions governing such services or facilities are not described in the Agreement.

## 2. **REGULATORY APPROVALS**

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date 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.
- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the privisions 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. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

# 3. TERM AND TERMINATION

- 3.1 This Agreement shall be deemed effective upon the Effective Date, provided however that if Carrier has any outstanding undisputed past due obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date.
- 3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms of this Agreement until the End Date, thereafter this Agreement will continue on a month to month basis where either Party may cancel this Agreement at any time with 30 days written notice. If 30 days written notice is provided by one Party then this Agreement shall terminate at the end of the 30 days and be of no force and the terms of Article 4 will apply.
- 3.3 In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide to Sprint written notification appropriate under the Act, and if the Parties are actually in arbitration or mediation before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration 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 sixty 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 not subject to Dispute Resolution 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 In the event this Agreement is terminated under § 3.4, Sprint may immediately discontinue processing orders for new service from Carrier and file with the Commission to terminate this agreement and reassign Carrier's customers pursuant to the Commission's guidelines for Carriers that abandon service.

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

## 4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1 In the event that this Agreement expires under §3.2, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §3.4, or for termination upon sale under §3.7, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted at the request of either Party provided that
  - 4.1.1 a new agreement is voluntarily entered into by the Parties; or
  - 4.1.2 service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or
  - 4.1.3 Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between Sprint and another carrier for the remaining term of that agreement. If neither §4.11 nor §4.12 are in effect, and Carrier does not designate an agreement under this subsection Sprint may designate such agreement.

# 5. AUDITS AND EXAMINATIONS

- 5.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (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 (1.5 %) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 4 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Sprint to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Sprint's network to the extent of Sprint's own use of facilities or equipment (including software) in the provision of service to its end user customers, but not that may be required to enable Carrier to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Carrier to its end user customers.
- 6.2 Following notice of an infringement claim against Sprint based on the use by Carrier of a service or facility, Carrier shall at Carrier's expense, procure from the appropriate third parties the right to continue to use the alleged infringing

intellectual property or if Carrier fails to do so, Sprint may charge Carrier for such costs as permitted under a Commission order.

# 7. LIMITATION OF LIABILITY

7.1. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

#### 8. INDEMNIFICATION

8.1. Each Party agrees to 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 misconduct or omission of the indemnifying Party. 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. Notwithstanding the above, in the case of any loss alleged or damage claim made by a Customer of either Party in connection with the service provided by that Party, and which allegation or claim relates in some way to a service provided under this Agreement, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer which arises out of the negligence or willful misconduct of the indemnifying Party. 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 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 promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 8.2. 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 Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.
- 8.4. 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).

# 9. CONFIDENTIALITY AND PUBLICITY

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of three (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 subject to such employees and agents being bound by the terms of this Article, 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.
- 9.3. 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.

- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

## **10. WARRANTIES**

10.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

## 11. ASSIGNMENT AND SUBCONTRACT

11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

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

## 12. GOVERNING LAW

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

## 13. RELATIONSHIP OF PARTIES

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

# 14. NO THIRD PARTY BENEFICIARIES

14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

## 15. NOTICES

15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to Sprint:	William E. Cheek Vice President, Sales and Account Management Sprint Carrier Markets 6480 Parkway Overland Park, Kansas 66251 Office – 913-315-8026 Fax – 913-315-0627	If to Carrier:	NPCR, Inc. Nextel Partners Attention: General Counsel 4500 Carillon Point Kirkland, WA 98023 Phone: 425/828-1713 Fax: 425/828-8098
with a copy to:	Sherri Herren Sprint Carrier Markets Sprint Carrier Markets 6480 Parkway Overland Park, Kansas 66251 Office - 913- 315-8001 Fax - 913- 315-0627		Michael van Eckhardt Davis Wright Tremaine 2600 Century Square 1501 Fourth Avenue Seattle, WA 98101 Phone: 206/628-7632 Fax: 206/628-7699

15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

## 16. WAIVERS

- 16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 16.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

## 17. SURVIVAL

17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 4, 5, 6, 7, 8, 9, 10, 20, and 22.

#### **18.** FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any 18.1. part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

#### **19. DISPUTE RESOLUTION PROCEDURES**

- 19.1. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of these representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, as discussed in 19.2. Discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as confidential information.
- 19.2. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. Upon such a submission, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than 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, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement, provided, however, that neither Party shall be required to act in any unlawful fashion.

- 19.3. 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 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, if appropriate, upon final determination of such dispute.
- 19.4. 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 who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 19.5. 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 19.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

## 20. COOPERATION ON FRAUD

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

# 21. TAXES

21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party

obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

## 22. AMENDMENTS AND MODIFICATIONS

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

## 23. SEVERABILITY

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

## 24. HEADINGS NOT CONTROLLING

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

## 25. ENTIRE AGREEMENT '

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

#### 26. COUNTERPARTS

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

#### 27. SUCCESSORS AND ASSIGNS

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

#### 28. IMPLEMENTATION

28.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will

provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

# PART C. INTERCONNECTION AND RECIPROCAL COMPENSATION

#### **1. INTERCONNECTION**

- 1.1. Carrier shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. The Parties agree to interconnect at one or more of Sprint's Tandem Switches or to Sprint's End Office Switches. For each LATA in which Carrier wants to establish Interconnection with Sprint, Carrier must establish at least one physical POI per LATA as long as LATAs are required by state or federal regulation.
- 1.3. Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Sprint shall be responsible for provisioning 50 percent of the interconnection facilities or to Sprint's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50 percent of the interconnection facilities or to Sprint's wire center boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
- 1.4. Interconnection to Sprint is possible with the following types of interconnection:
  - 1.4.1. Type 1 Interconnection. Type 1 interconnection is a trunk-side connection to an end-office or remote switch subtending the 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 Carrier access to the NXX codes served by that individual End Office (or remote), the Tandem on which the End Office (or remote) subtends, and other End Offices subtending that Tandem.
  - 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses SS7 signaling and supervision, where available. 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.

- 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses SS7 signaling and supervision, where available. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
- 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
- 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
- 1.5. Interconnection to a Carrier location within an MTA will provide Sprint with access to the Carrier's facilities within that MTA and to other companies whichre likewise connected to Carrier within that MTA for local and toll service purposes.
- 1.6. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
- 1.7. Sprint agrees to provide Carrier with collocation space in its facilities reasonably necessary to accommodate Carrier'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 Carrier's firm order.
- 1.8 Establishing a Rate Center.
  - 1.8.1 When Sprint delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a Rate Center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen Rate Center meets the following criteria:
    - (a) it is a Sprint exchange;
    - (b) it is served by the same access Tandem Switch; and
    - (c) it is in the same or a different local calling area than the exchange where Carrier's interconnection exists.
  - 1.8.2 For tandem interconnection, until such time as the assignment of less than whole NPA/NXX codes to each Rate Center is technically and economically feasible for a Party and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each Rate Center.

- 1.8.3 Carrier will also designate a Rating Point and Routing Point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each Rate Center Area as the Routing Point for the NPA/NXXs assigned for Carriers use associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the rate Center Area itself. Rate Center Areas may be different for each Party, as appropriate. The Routing Point associated with each NPA/NXX assigned for Carriers use need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Route Point corresponding to each unique and separate Rate Center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the Rating Point.
- 1.8.4 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.
- 1.8.5 For all occasions where Nextel uses numbers from the NPA/NXX blocks to provide fixed (non-mobile) telecommunications services, Carrier will identify in writing to Sprint the physical address of the customers using fixed telecommunications services, if known. In these circumstances, the proper jurisdiction of land-to-mobile traffic and mobile-to-land traffic will then be determined based upon the location of Carrier's and Sprint's respective customers. Applicable standard intrastate originating access charges will apply for calls which traverse a local toll route and terminate to Carrier's or Sprint's customers that utilize fixed telecommunications services.
- 1.8.6 Carrier agrees that numbers from NPA/NXX blocks will be utilized for marketing its CMRS product(s) to customers within the landline local calling scope of the exchange where the NPA/NXX blocks are assigned.
- 1.9 The provisions of this Section shall apply to Sprint's interconnection to Carrier's network for the purpose of routing all the types of traffic.

## 2. EXCHANGE OF TRAFFIC

2.1. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the provision of this Article 2 will apply.

- 2.2. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches if available and necessary.
- 2.3. When traffic is not segregated according to traffic types, the Parties will use a 10 percent InterMTA jurisdictional traffic factor and will develop an interstate jurisdictional traffic factor in order to properly bill traffic.
- 2.4. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 2.5. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.
- 2.6. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multi-frequency signaling.
- 2.7. Where available, Sprint agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
- 2.9. The Parties will cooperate in the exchange of TCAP messages to facilitate full 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.
- 2.10. Each Party is responsible for the transport of an originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that it's facilities are compatible with the mutually agreed upon transmission and facility specifications.

# 3. TYPES OF TRAFFIC AND SERVICES

- 3.1. The types of traffic to be exchanged pursuant to the terms of this Agreement include: Local Traffic, Transit Traffic, Indirect Traffic and Ancillary Traffic, as defined in Part A of this Agreement.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Sprint will provide intermediary tandem switching and transport services for Carrier'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.

3.3. Sprint agrees not to impose restrictions on other 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 Carrier's actual usage reporting. Sprint and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit

## 4. COMPENSATION

- 4.1. Non-Local Traffic:
  - 4.1.1. Compensation for the termination of non-Local 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.
  - 4.1.2. Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 10XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Sprint is the designated toll carrier, for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's tariffed rate.
  - 4.1.3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier'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.
- 4.2. Local Traffic. Under this agreement, Sprint is only required to compensate Nextel for terminating Local Traffic. The rates set forth on Attachment 1 shall be used. In the event, the FCC or the Commission do 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 rates, terms and conditions established by the FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission.

#### 4.2.1. Traffic Terminating to Sprint

- 4.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. Until such time as Sprint has the ability to charge for each rate element utilized in the completion of a call, a composite rate as specified in Attachment I will be charged. When Sprint has the ability to measure and bill based on individual rate elements utilization, billing based on rate element usage will supersede composite rate billing.
- 4.2.1.2. Rate Elements.
  - 4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.
  - 4.2.1.2.2. Transport.
    - 4.2.1.2.2.1. Direct Transport rates apply to dedicated transport facilities that Carrier leases from Sprint.
    - 4.2.1.2.2.2. Common Transport rates apply to Carrier traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.
  - 4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem.
  - 4.2.1.2.4. Non-recurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Sprint's Central Offices are subject to a non-recurring charge.
- 4.2.2. Traffic Terminating to CarrierCarrier will bill Sprint the same rates as Sprint charges Carrier for Local Traffic terminating on its network.
  - 4.2.2.1. Until such time as Carrier has the ability to measure actual traffic terminating to its network, Carrier will bill Sprint 25

percent 20 percent / 80 percent) of the amount billed by Sprint to Carrier pursuant to section 4.9 below.

- 4.2.2.2. Once Carrier has the ability to measure actual traffic terminating to its network, Carrier will bill Sprint based on the following:
  - 4.2.2.3.1. Tandem Interconnection Charge. Carrier will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Attachment I for all traffic terminating to Carrier via a tandem interconnection with Sprint.
  - 4.2.2.3.2. End Office Interconnection Charge. Carrier will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Attachment I for all traffic terminating to Carrier via an end office interconnection with Sprint.
- 4.3. Indirect Traffic terminating to Sprint. Rate elements that may be charged to Carrier are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charges set forth in Attachment I except where the transiting LEC and Sprint End Office are collocated.
- 4.4. Indirect Traffic terminating to Carrier. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I except where the transiting LEC and Carrier's MSC are collocated.
- 4.5. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when Carrier uses a Sprint access tandem to terminate Local Traffic to a third party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate Local Traffic to a third party LEC or another Carrier.
- 4.6. Paging Traffic. Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent Commissions.
- 4.7. The composite rate, based upon the individual rates in Attachment I, will be developed using the individual rate elements specified in 4.2.1 preceding and as set forth in Attachment I of this agreement. An inventory of the Carrier's trunks by type of interconnection is obtained to develop a percentage of each interconnection type. The composite rate is developed by applying the applicable

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

- 4.8. Either Party may initiate a review, upon reasonable request of the other Carrier, of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.
- 4.9 For traffic terminating to Carrier from Sprint, Carrier will bill Sprint based upon an allocation factor demonstrated by a Carrier-specific study of the traffic across the Points of Interconnection between Carrier and Sprint and mutually agreed upon by both Parties. Since there is no traffic across the Points of Interconnection at this time, Carrier will bill Sprint 25 percent (20 percent divided by 80 percent) of the amount billed by Sprint to Carrier. This billing arrangement reflects that approximately 80 percent of the total traffic between the Parties is Sprint terminating traffic.
- 4.10. During this same six month period, Carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which will be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.
- 4.11. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, IntraLATA toll, or Switched Access, if applicable.
- 4.12. Interconnection Facilities. For the first six months this Agreement is in effect and to the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and Carrier will allocate the cost of interconnection facilities based upon an 80 percent mobile-to-land traffic volume and a 20 percent land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 25 percent of Sprint's total interconnection facilities billing to Carrier.) During this same six month period, Carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which will be used going forward to allocate the cost of interconnection facilities upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.
- 4.13 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The party serving the Internet service provider shall order trunks or facilities from the

appropriate tariff of the other party for such purpose and will be obligated to pay the full cost of such facility.

## 5. CHARGES AND PAYMENT

- 5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of Part B., Sections 2.2 and 2.3 hereof.
- 5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within 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.
- 5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5 percent 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.
- 5.5. Sprint will not accept any new or amended order for Telecommunications Services Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

# 6. BILLING

- 6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party LEC providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 6.2. 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 information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-

party transit company in order to obtain the originating billing information from the transit company.

- 6.3. When a third party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.
- 6.4. Sprint and Carrier agree to conform to MECAB and MECOD guidelines for meetpoint billing arrangements, where possible, until such time as Carrier develops its own billing system.
- 6.5. No discrete development charges shall be imposed on Carrier or Sprint for the establishment of standard meet point billing arrangements.
- 6.6. Transit Traffic. If the terminating Party requests, and the transiting company does not provide the terminating Party with the originating record in order for the terminating Party to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.
- 6.7. Exchange of Records.
  - 6.7.1. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.
  - 6.7.2. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
  - 6.7.3. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party Telecommunications Carrier if technically feasible. 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.
- 6.8. Sprint and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier 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.

#### PART D - NETWORK MAINTENANCE AND MANAGEMENT

#### 1. GENERAL REQUIREMENTS

- 1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 1.2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 1.3. Sprint will process Carrier maintenance calls at Parity.
- 1.4. 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.
- 1.5. Notice of Network Change. In accordance with Part B., Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 1.6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to other Party.

#### 2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

2.1. Sprint shall perform restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Carrier in general. Third, should Sprint be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

2.2. Carrier and Sprint will agree on a process for circuit restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Sprint network requirement.

## 3. SERVICE PROJECTIONS

3.1. The Parties shall make available periodic service projections, as reasonably requested, including busy hour usage for the other Party's access capacity. Utilizing these projections, the Parties shall manage their networks in order to accommodate each other's actual traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement.

## 4. QUALITY OF SERVICE

- 4.1. Interconnection quality of service shall be at Parity with that provided by Sprint for its own services.
- 4.2. A blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
- 4.3. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.
- 4.4. Carrier and Sprint will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

## 5. INFORMATION

- 5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
- 5.2. Sprint and Carrier will exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail semi-annually to assure traffic completion to and from all customers within the appropriate calling areas.

### **PART E - ACCESS TO TELEPHONE NUMBERS**

#### GENERAL REQUIREMENTS -

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

#### 2. COMPENSATION –

- 2.1. To the extent that Sprint assigns NXXs, Sprint will assign NXXs to Carrier at the same rates/charges it imposes upon itself.
- 2.2. Upon request and for a reasonable administrative charge, Sprint will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

Date:

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

NPCR, Inc.

By: Name: Donald J. Monning Title: Vice President Date: 1/18/00

Sprint-Florida, Incorporated By: William Ellie

Name: <u>William E.</u> Cheek Vice President -Title: Sales & Account Management

1/21/00

## ATTACHMENT I - PRICE LIST

Description	State - FL
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	
Tandem Switching Per Minute of Use	\$0.002085
Common Transport per Minute of Use	\$0.000711
TRANSPORT	
Inter-exchange DS1 Direct Transport	See rate schedule
Inter-exchange DS3 Direct Transport	See rate schedule
Common Transport per Minute of Use	\$0.000711
*Common Transport Remote Factor	0.061298
Common Transport to Remotes per Minute of Use	\$0.0000435
NRC DS1	\$222.95
NRC DS3	\$249.16
INTERCONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$112.75
NRC DS3	ICB
FEATURES	法法法的保护法法法法
Multi-Line Hunt	\$0.08
NRC Multi-Line Hunt	,
SS7 Signaling per Trunk	
911 Tandem Port	
NRC 911 Tandem Port	\$187.50

\*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may

also take such other services not covered by this Agreement as the Parties may agree either pursuant to

applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and

conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate

agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the

standard rates for those services.

# ; SPRINT INTRAEXCHANGE INTERCONNECTION RATES STATE: FLORIDA

BAND 1	DS1 RATE: \$64,49	BAND 2	DS1 RATE: \$74.96
OFFICE	CDI	OFFICE	<b>CLLI</b>
Boca Grande	BCGRFLXA	Altamonte Springs	ALSPFLXA
Destin	DESTFLXA	Bonita Springs	BNSPFLXA
Fort Myers	FTMYFLXA	Buenaventurea Lakes	KSSMFLXD
Fort Myers Beach	FTMBFLXA	Cape Coral	CPCRFLXA
Lake Brantley	LKBRFLXA	Casselberry	CSLBFLXA
Maitland	XA MTLDFLXA	Cypress Lake	XA CYLKFLXA
Maitland	TC MTLDFLTC	Cypress Lake	XB CYLKFLXB
Murdock	MRDCFLXA	Fort Walton Beach	XA FTWBFLXA
Naples Moorings	NPLSFLXD	Fort Walton Beach	XB FTWBFLXA
North Naples	NNPLFLXA	Fort Walton Beach	XC FTWBFLXC
South Fort Meyers	sFTMYFLXC	Goldenrod	GLRDFLXA
Tallahassee-Calh	TLHSFLXA	Iona	IONAFLXA
Tallahassee-FSU	TLHSFLXE	Kissimmee	KSSMFLXA
Winter Park	WNPLFLXA	Marco Island	MOISFLXA
		North Fort Myers	XA NFMYFLXA
		Ocala	XJ OCALFLXJ
		Orange City	ORCYFLXA
		Sanibel-Captiva Island	ds SNISFLXA
		Shalimar	SHLMFLXA
		Tallahassee-Willis	TLHSFLXB
		West Kissimmee	KSSMFLXB

BAND 3	DS1 RATE; \$84.83	BAND 4	DS1 RATE: \$97.36
OFFICE	<b>GUÍ</b>	OFFICE	CILI
Apopka	APPKFLXA	Avon Park	AVPKFLXA
Deltona Lakes	ORCYFLXC	Beverly Hills	BVHLFLXA
Eustis	ESTSFLXA	Cape Haze	CPHZFLXA
Golden Gate	GLGCFLXA	Clermont	CLMTFLXA
Highlands	OCALFLXC	Clewiston	CLTNFLXA
Lady Lake (753)	LDLKFLXA	Crestview	CRVWFLXA
Leesburg	LSBGFLXA	Crystal River	CRRVFLXA
Naples South East	NPLSFLXC	Dade City	DDCYFLXA

North Cape Coral	CPCRFLXB
North Fort Myers	XB MTLDFLTC
Ocala	XA OCALFLXA
Port Charlotte	PTCTFLXA
San Carlos Park	SCPKFLXA
Sebring	SBNGFLXA
Tallahassee Blairston	e TLHSFLXD
Tallahassee Mabry	TLHSFLXC
Tallahassee Perkins	TLHSFLXH
Tavares	TVRSFLXA
Westville	WSTVFLXA
Windermere	WNDRFLXA
Winter Garden	WNGRFLXA
Silver Springs	SVSPFLXA

East Fort Meyers Homosassa Spgs Inverness Lake Helen Lehigh Acres Madison Montverde Mount Dora Oklawaha Pine Island Punta Gorda Sea Grove Beach	FTMYFLXB HMSPFLXA INVRFLXA LKHLFLXA LHACFLXA MDSNFLXA MTVRFLXA MTDRFLXA OKLWFLXA PNISFLXA PNGRFLXA
Shady Road	OCALFLXB
Silver Springs Sho St. Cloud Tallahassee Thoma Valparaiso/678	STCDFLXA

BAND 5	DS1 RATE:	BAND 6	DS1 RATE: \$194.40
	\$124.02		
OFFICE	<b>OLD</b>	OFFICE	<b>ELDI</b>
Alva	ALVAFLXA	Alford	ALFRFLXA
Arcardia	ARCDFLXA	Baker	BAKRFLXA
Astor	ASTRFLXA	Bonifay	BNFYFLXA
Belleview	BLVWFLXA	Cherry Lake	CHLKFLXA
Bowling Green	BWLGFLXA	Cottondale	CTDLFLXA
Bushnell	BSHNFLXA	DeFuniak Springs	DFSPFLXA
Chassohowitza	CHSWFLXA	Freeport	FRPTFLXA
Crawfordville	CRVLFLXA	Glendale	GLDLFLXA
Everglades	EVRGFLXA	Grand Ridge	GDRGFLXA
Forest	OCNFFLXA	Greenville	GNVLFLXA
Fort Meade	FTMDFLXA	Greenwood	GNWDFLXA
Groveland	GVLDFLXA	Kenansville	KNVLFLXA
Howey-In-The-H	lills	HOWYFLXA	Kingsley Lake KGLKFLXA
Immokalee	IMKLFLXA	Lawtey	LWTYFLXA
Labelle	LBLLFLXA	Lee	LEEFLXA
Lake Placid	LKPCFLXA	Malone	MALNFLXA
Marianna	MRNNFLXA	Monticello	MNTIFLXA
Moore Heaven	MRHNFLXA	Panacea	PANCFLXA

Okeechobee	OKBFLXA	Ponce de Leon	PNLNFLXA
San Antonio	SNANFLXA	Reynolds Hill	RYHLFLXA
Santa Rosa Beach	I SNRSFLXA	Salt Springs	SSPRFLXA
Spring Lake	SLHLFLXA	Sneads	SNDSFLXA
Starke	STRKFLXA	Sopchoppy	SPCPFLXA
Tallahassee	XG TLHSFLXG	St. Marks	STMKFLXA
Trilacoochee	TLCHFLXA	Umatilla	UMTLFLXA
Wauchula	WCHLFLXA	Williston	WLSTFLXA
Wildwood	WLWDFLXA	Zolfo Springs	ZLSPFLXA

# SPRINT - FLORIDA INTEREXCHANGE TRANSPORT RATE TABLE

ORIGINATING	TERMINATING	DICAT ED DS1	DEDICATED DS3
Alford	Marianna	\$ 149.76	\$ 2,356.73
Altamonte Springs	Apopka	\$ 71.95	\$ 1,178.36
Altamonte Springs	Casselberry	\$ 86.39	\$ 1,178.36
Altamonte Springs	Celebration*	\$ 156.33	\$ 3,535.09
Altamonte Springs	East Orange*	\$ 114.14	\$ 2,356.73
Altamonte Springs	Geneva*	\$ 114.14	\$ 2,356.73
Altamonte Springs	Goldenrod	\$ 86.39	\$ 1,178.36
Altamonte Springs	Lake Brantley	\$ 71.95	\$ 1,178.36
Altamonte Springs	Lake Buena Vista*	\$ 156.33	\$ 3,535.09
Altamonte Springs	Maitland	\$ 71.95	\$ 1,178.36
Altamonte Springs	Montverde	\$ 238.53	\$ 5,604.09
Altamonte Springs	Orlando*	\$ 114.14	\$ 2,356.73
Altamonte Springs	Oviedo*	\$ 114.14	\$ 2,356.73
Altamonte Springs	Reedy Creek	\$ 174.14	\$ 3,535.09
Altamonte Springs	Sandford*	\$ 114.14	\$ 2,356.73
Altamonte Springs	Windermere	\$ 174.14	\$ 3,535.09
Altamonte Springs	Winter Garden	\$ 114.14	\$ 2,356.73
Altamonte Springs	Winter Park	\$ 86.39	\$ 1,178.36

Alva	Bonita Springs	\$ 86.39	¢ 1 170 26
Alva	Cape Coral	\$ 80.39 \$ 136.41	\$ 1,178.36 \$ 2,771.35
Alva	East Fort Meyeres	\$ 130.41 \$ 86.39	\$ 2,771.35
Alva	-		\$ 1,178.36
	Fort Meyers Regional Air	-	\$ 2,949.75
Alva	Fort Myers	\$ 86.39	\$ 1,178.36
Alva	Fort Myers Beach	\$ 71.95	\$ 1,178.36
Alva	Lehigh Acres	\$ 86.39	\$ 1,178.36
Alva	North Cape Coral	\$ 136.41	\$ 2,771.35
Alva	North Fort Myers	\$ 136.41	\$ 2,771.35
Alva	Pine Island	\$ 71.95	\$ 1,178.36
Alva	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36
Alva	South Fort Meyers	\$ 86.39	\$ 1,178.36
Apopka	Casselberry	\$ 131.95	\$ 2,356.73
Apopka	Celebration*	\$ 114.14	\$ 2,356.73
Apopka	East Orange*	\$ 114.14	\$ 2,356.73
Apopka	Goldenrod	\$ 131.95	\$ 2,356.73
Apopka	Lake Brantley	\$ 71.95	\$ 1,178.36
Apopka	Lake Buena Vista*	\$ 114.14	\$ 2,356.73
Apopka	Maitland	\$ 71.95	\$ 1,178.36
Apopka	Montverde	\$ 210.77	\$ 4,425.72
Apopka	Orlando*	\$ 114.14	\$ 2,356.73
Apopka	Reedy Creek	\$ 131.95	\$ 2,356.73
Apopka	Windermere	\$ 131.95	\$ 2,356.73
Apopka	Winter Garden	\$ 71.95	\$ 1,178.36
Apopka	Winter Park	\$ 71.95	\$ 1,178.36
Astor	Clermont	\$ 202.19	\$ 4,425.72
Astor	Eustis	\$ 202.19	\$ 4,425.72
Astor	Groveland	\$ 318.00	\$ 7,080.06
Astor	Howey	\$ 326.58	\$ 7,673.08
Astor	Lady Lake	\$ 265.56	\$ 6,197.11
Astor	Leesburg	\$ 202.19	\$ 4,425.72
Astor	Montverde	\$ 326.58	\$ 7,673.08
Astor	Mt. Dora	\$ 202.19	\$ 4,425.72
Astor	Tavares	\$ 202.19	\$ 4,425.72
Astor	Umatilla	\$ 138.82	\$ 3,247.36
Baker	Crestview	\$ 124.39	\$ 3,247.36
Belleview	Citra*	\$ 263.21	\$ 5,308.68
Belleview	Dunnellon*	\$ 184.39	\$ 3,832.70
Belleview	Forest	\$ 247.76	\$ 5,604.09
Belleview	Highlands	\$ 131.95	\$ 2,356.73
Belleview	Lady Lake (821)	\$ 86.39	\$ 1,771.38
Belleview	McIntosh*	\$ 263.21	\$ 5,308.68
Belleview	Ocala	\$ 138.82	\$ 2,654.34
Belleview	Oklawaha	\$ 71.95	\$ 1,178.36
Belleview	Orange Springs*	\$ 263.21	\$ 5,308.68
	orange oprings	$\psi 203.21$	$\psi$ 5,500.00

			•···
Belleview	Salt Springs	\$ 454.53	\$11,117.08
Belleview	Silver Springs Shores	\$ 71.95	\$ 1,178.36
Beverly Hills	Chassahowitzka	\$ 260.80	\$ 5,018.74
Beverly Hills	Crystal River	\$ 188.84	\$ 3,247.36
Beverly Hills	Homosassa Springs	\$ 188.84	\$ 3,247.36
Beverly Hills	Inverness	\$ 188.84	\$ 3,247.36
Bonify	Reynolds Hill	\$ 71.95	\$ 1,771.38
Bonify	Westville	\$ 124.39	\$ 3,247.36
Bonita Springs	Cypress Lake	\$ 86.39	\$ 1,178.36
Bonita Springs	East Fort Meyers	\$ 86.39	\$ 1,178.36
Bonita Springs	Fort Myers	\$ 86.39	\$ 1,178.36
Bonita Springs	Fort Myers Beach	\$ 131.95	\$ 2,356.73
Bonita Springs	Golden Gate	\$ 86.39	\$ 1,178.36
Bonita Springs	Naples	\$ 86.39	\$ 1,178.36
Bonita Springs	Naples Moorings	\$ 86.39	\$ 1,178.36
Bonita Springs	Naples Southeast	\$ 86.39	\$ 1,178.36
Bonita Springs	North Naples	\$ 86.39	\$ 1,178.36
Bowling Green	Wauchula	\$ 86.39	\$ 1,178.36
Bowling Green	Zolfo Springs	\$ 124.39	\$ 2,654.34
Buenaventura Lakes	Kissimmee	\$ 71.95	\$ 1,771.38
Bushnell	Wildwood	\$ 202.19	\$ 4,425.72
Cape Coral	Cypress Lake	\$ 136.41	\$ 2,771.35
Cape Coral	East Fort Meyers	\$ 136.41	\$ 2,771.35
Cape Coral	Fort Myers	\$ 136.41	\$ 2,771.35
Cape Coral	Fort Myers Beach	\$ 174.82	\$ 3,949.71
Cape Coral	North Cape Coral	\$ 136.41	\$ 2,771.35
Cape Coral	North Fort Myers	\$ 136.41	\$ 2,771.35
Cape Coral	Pine Island	\$ 174.82	\$ 3,949.71
Cape Coral	Sanibel-Captiva Islands	\$ 174.82	\$ 3,949.71
Casselberry	Celebration*	\$ 174.14	\$ 3,535.09
Casselberry	East Orange*	\$ 131.95	\$ 2,356.73
Casselberry	Geneva*	\$ 131.95	\$ 2,356.73
Casselberry	Goldenrod	\$ 86.39	\$ 1,178.36
Casselberry	Lake Brantley	\$ 131.95	\$ 2,356.73
Casselberry	Lake Buena Vista*	\$ 174.14	\$ 3,535.09
Casselberry	Maitland	\$ 131.95	\$ 2,356.73
Casselberry	Montverde	\$ 256.34	\$ 5,604.09
Casselberry	Orlando*	\$ 131.95	\$ 2,356.73
Casselberry	Oviedo*	\$ 131.95	\$ 2,356.73
Casselberry	Reedy Creek	\$ 191.95	\$ 3,535.09
Casselberry	Sanford*	\$ 131.95	\$ 2,356.73
Casselberry	Windermere	\$ 191.95	\$ 3,535.09
Casselberry	Winter Garden	\$ 131.95	\$ 2,356.73
Casselberry	Winter Park	\$ 86.39	\$ 1,178.36
Chassahowitzka	Crystal River	\$ 260.80	\$ 5,018.74
	-		, ,

Chassahowitzka	Homosassa Springs	\$ 71.95	\$ 1,771.38
Chassahowitzka	Inverness	\$ 260.80	\$ 5,018.74
Cherry Lake	Greenville	\$ 331.16	\$ 8,760.35
Cherry Lake	Lee	\$ 278.72	\$ 7,284.38
Cherry Lake	Madison	\$ 206.77	\$ 5,512.99
Clermont	Celebration*	\$ 131.95	\$ 2,356.73
Clermont	Eustis	\$ 86.39	\$ 1,178.36
Clermont	Groveland	\$ 138.82	\$ 2,654.34
Clermont	Howey	\$ 210.77	\$ 4,425.72
Clermont	Lady Lake	\$ 202.19	\$ 4,425.72
Clermont	Leesburg	\$ 86.39	\$ 1,178.36
Clermont	Lake Buena Vista*	\$ 131.95	\$ 2,356.73
Clermont	Montverde	\$ 210.77	\$ 4,425.72
Clermont	Mt. Dora	\$ 86.39	\$ 1,178.36
Clermont	Orlando*	\$ 174.14	\$ 3,535.09
Clermont	Reedy Creek	\$ 86.39	\$ 1,178.36
Clermont	Tavares	\$ 86.39	\$ 1,178.36
Clermont	Umatilla	\$ 202.19	\$ 4,425.72
Clermont	Windermere	\$ 191.95	\$ 3,535.09
Clermont	Winter Garden	\$ 86.39	\$ 1,178.36
Cottondale	Marianna	\$ 86.39	\$ 1,178.36
Crawfordville	Alligator Point*	\$ 504.27	\$11,821.63
Crawfordville	Carrabelle*	\$ 504.27	\$11,821.63
Crawfordville	Panacea	\$ 124.39	\$ 3,247.36
Crawfordville	Sopchoppy	\$ 271.23	\$ 6,512.95
Crawfordville	St. Marks	\$ 124.39	\$ 3,247.36
Crawfordville	Tallahassee Blairstone	\$ 271.23	\$ 6,512.95
Crestview	Laurel Hill*	\$ 71.95	\$ 1,178.36
Crystal River	Homosassa Springs	\$ 188.84	\$ 3,247.36
Crystal River	Inverness	\$ 188.84	\$ 3,247.36
Crystal River	Yankeetown8	\$ 227.25	\$ 4,425.72
Cypress Lake	East Fort Meyers	\$ 86.39	\$ 1,178.36
Cypress Lake	Fort Meyers Regional Air		\$ 1,771.38
Cypress Lake	Fort Myers	\$ 86.39	\$ 1,178.36
Cypress Lake	Fort Myers Beach	\$ 71.95	\$ 1,178.36
Cypress Lake	Lehigh Acres	\$ 86.39	\$ 1,178.36
Cypress Lake	North Cape Coral	\$ 136.41	\$ 2,771.35
Cypress Lake	North Fort Myers	\$ 71.95	\$ 1,178.36
Cypress Lake	Pine Island	\$ 71.95	\$ 1,178.36
Cypress Lake	Sanibel-Captiva Island		\$ 1,178.36
Cypress Lake	South Fort Meyers	\$ 86.39	\$ 1,178.36
Dade City	San Antonio	\$ 86.39	\$ 1,178.36
Dade City	Trilacoochee	\$ 86.39	\$ 1,178.36
Dade City	Zephyrhills*	\$ 71.95	\$ 1,178.36
DeFuniak Springs	Freeport	\$ 86.39	\$ 1,178.36
		φ 00i27	φ 1,170.00

DeFuniak Springs	Glendale	\$ 124.39	\$ 3,247.36
DeFuniak Springs	Paxton*	\$ 131.95	\$ 2,356.73
DeFuniak Springs	Ponce de Leon	\$ 124.39	\$ 3,247.36
Deltona Lakes	Lake Helen	\$ 71.95	\$ 1,771.38
Deltona Lakes	Orange City	\$ 71.95	\$ 1,771.38
Destin	Fort Walton Beach	\$ 86.39	\$ 1,178.36
Destin	Niceville	\$ 86.39	\$ 1,178.36
Destin	Santa Rosa Beach	\$ 86.39	\$ 1,178.36
Destin	Shalimar	\$ 86.39	\$ 1,178.36
Destin	Valparaiso	\$ 86.39	\$ 1,178.36
East Fort Meyers	Fort Meyers Regional A	prt\$ 158.31	\$ 2,949.75
East Fort Meyers	Fort Myers	\$ 86.39	\$ 1,178.36
East Fort Meyers	Fort Myers Beach	\$ 71.95	\$ 1,178.36
East Fort Meyers	Lehigh Acres	\$ 86.39	\$ 1,178.36
East Fort Meyers	North Cape Coral	\$ 136.41	\$ 2,771.35
East Fort Meyers	North Fort Myers	\$ 136.41	\$ 2,771.35
East Fort Meyers	Pine Island	\$ 71.95	\$ 1,178.36
East Fort Meyers	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36
East Fort Meyers	South Fort Meyers	\$ 86.39	\$ 1,178.36
Eustis	Groveland	\$ 202.19	\$ 3,832.70
Eustis	Howey	\$ 210.77	\$ 4,425.72
Eustis	Lady Lake	\$ 149.76	\$ 2,949.75
Eustis	Leesburg	\$ 86.39	\$ 1,178.36
Eustis	Montverde	\$ 210.77	\$ 4,425.72
Eustis	Mt. Dora	\$ 86.39	\$ 1,178.36
Eustis	Tavares	\$ 86.39	\$ 1,178.36
Eustis	Umatilla	\$ 86.39	\$ 1,178.36
Forest	Citra*	\$ 326.58	\$ 7,080.06
Forest	Dunnellon*	\$ 363.56	\$ 8,258.42
Forest	Highlands	\$ 138.82	\$ 3,247.36
Forest	Lady Lake (821)	\$ 307.76	\$ 7,375.47
Forest	McIntosh*	\$ 326.58	\$ 7,080.06
Forest	Ocala	\$ 202.19	\$ 4,425.72
Forest	Oklawaha	\$ 247.76	\$ 5,604.09
Forest	Orange Springs*	\$ 326.58	\$ 7,080.06
Forest	Salt Springs	\$ 345.60	\$ 8,760.35
Forest	Silver Springs Shores	\$ 247.76	\$ 5,604.09
Fort Meade	Bartow*	\$ 71.95	\$ 1,178.36
Fort Meade	Lakeland*	\$ 71.95	\$ 1,178.36
Fort Meyers Regional Air	portSouth Fort Meyers	\$ 158.34	\$ 2,949.75
Fort Myers	Fort Myers Beach	\$ 71.95	\$ 1,178.36
Fort Myers	Lehigh Acres	\$ 86.39	\$ 1,178.36
Fort Myers	North Cape coral	\$ 136.41	\$ 2,771.35
Fort Myers	North Fort Myers	\$ 136.41	\$ 2,771.35
Fort Myers	Pine Island	\$ 71.95	\$ 1,178.36

Fort Myers	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36
Fort Myers Beach	Lehigh Acres	\$ 131.95	\$ 2,356.73
Fort Myers Beach	North Cape Coral	\$ 174.82	\$ 3,949.71
Fort Myers Beach	North Fort Myers	\$ 71.95	\$ 1,178.36
Fort Myers Beach	Pine Island	\$ 71.95	\$ 1,178.36
Fort Myers Beach	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36
Fort Walton Beach	Holley-Navarre*	\$ 71.95	\$ 1,178.36
Fort Walton Beach	Niceville	\$ 86.39	\$ 1,178.36
Fort Walton Beach	Santa Rosa Beach	\$ 149.76	\$ 2,356.73
Fort Walton Beach	Shalimar	\$ 86.39	\$ 1,178.36
Fort Walton Beach	Valparaiso	\$ 86.39	\$ 1,178.36
Golden Gate	Marco Island	\$ 86.39	\$ 1,178.36
Golden Gate	Naples	\$ 86.39	\$ 1,178.36
Golden Gate	Naples Moorings	\$ 86.39	\$ 1,178.36
Golden Gate	Naples Southeast	\$ 86.39	\$ 1,178.36
Golden Gate	North Naples	\$ 86.39	\$ 1,178.36
Goldenrod	Celebration*	\$ 174.14	\$ 3,535.09
Goldenrod	East Orange*	\$ 131.95	\$ 2,356.73
Goldenrod	Geneva*	\$ 131.95	\$ 2,356.73
Goldenrod	Lake Brantley	\$ 131.95	\$ 2,356.73
Goldenrod	Lake Buena Vista*	\$ 174.14	\$ 3,535.09
Goldenrod	Maitland	\$ 131.95	\$ 2,356.73
Goldenrod	Montverde	\$ 256.34	\$ 5,604.09
Goldenrod	Orlando*	\$ 131.95	\$ 2,356.73
Goldenrod	Oviedo*	\$ 131.95	\$ 2,356.73
Goldenrođ	Reedy Creek	\$ 191.95	\$ 3,535.09
Goldenrod	Sanford*	\$ 131.95	\$ 2,356.73
Goldenrod	Windermere	\$ 191.95	\$ 3,535.09
Goldenrod	Winter Garden	\$ 131.95	\$ 2,356.73
Goldenrod	Winter Park	\$ 86.39	\$ 1,178.36
Grand Ridge	Marianna	\$ 86.39	\$ 1,178.36
Grand Ridge	Sneads	\$ 86.39	\$ 1,178.36
Greenville	Lee	\$ 196.34	\$ 5,018.74
Greenville	Madison	\$ 124.39	\$ 3,247.36
Greenville	Monticello	\$ 138.82	\$ 2,654.34
Greenville	Tallahassee-Calhoun	\$ 138.82	\$ 2,654.34
Greenwood	Malone	\$ 86.39	\$ 1,178.36
Greenwood	Marianna	\$ 86.39	\$ 1,178.36
Groveland	Howey-In-The-Hills	\$ 263.21	\$ 5,901.70
Groveland	Lady Lake	\$ 202.19	\$ 4,425.72
Groveland	Leesburg	\$ 138.82	\$ 2,654.34
Groveland	Montverde	\$ 326.58	\$ 7,080.06
Groveland	Mt. Dora	\$ 202.19	\$ 3,832.70
Groveland	Tavares	\$ 202.19	\$ 3,832.70
			,

ORIGINATING	TERMINATING	<b><b>DEDICATE</b></b>	DEDICATED
		D	DS3
		DS1	
Groveland	Umatilla	\$ 318.00	\$ 7,080.06
Highlands	Citra*	\$ 210.77	\$ 3,832.70
Highlands	Dunnellon*	\$ 247.76	\$ 5,011.07
Highlands	Lady Lake (821)	\$ 149.76	\$ 2,949.75
Highlands	McIntosh*	\$ 210.77	\$ 3,832.70
Highlands	Ocala	\$ 86.39	\$ 1,178.36
Highlands	Oklawaha	\$ 131.95	\$ 2,356.73
Highlands	Orange Springs*	\$ 210.77	\$ 3,832.70
Highlands	Salt Springs	\$ 408.97	\$ 9,938.72
Highlands	Shady Road	\$ 138.82	\$ 2,654.34
Highlands	Silver Springs	\$ 71.95	\$ 1,771.38
Highlands	Silver Springs Shores	\$ 131.95	\$ 2,356.73
Homosassa Springs	Inverness	\$ 188.84	\$ 3,247.36
Howey-In-The-Hills	Lady Lake	\$ 210.77	\$ 5,018.74
Howey-In-The-Hills	Leesburg	\$ 210.77	\$ 4,425.72
Howey-In-The-Hills	Montverde	\$ 335.16	\$ 7,673.08
Howey-In-The-Hills	Mt. Dora	\$ 210.77	\$ 4,425.72
Howey-In-The-Hills	Tavares	\$ 210.77	\$ 4,425.72
Howey-In-The-Hills	Umatilla	\$ 326.58	\$ 7,673.08
Kenansville	Kissimmee	\$ 138.82	\$ 2,654.34
Kenansville	St. Cloud	\$ 138.82	\$ 2,654.34
Kenansville	West Kissimmee	\$ 184.39	\$ 3,832.70
Kingsley Lake	Lawtey	\$ 206.77	\$ 5,512.99
Kingsley Lake	Raiford*	\$ 278.72	\$ 6,691.36
Kingsley Lake	Starke	\$ 206.77	\$ 5,512.99
Kissimmee	Celebration*	\$ 114.14	\$ 2,356.73
Kissimmee	Haines City* (427)	\$ 138.82	\$ 2,654.34
Kissimmee	St. Cloud	\$ 138.82	\$ 2,654.34
Kissimmee	West Kissimmee	\$ 71.95	\$ 1,178.36
Lady Lake (753)	Leesburg	\$ 86.39	\$ 1,771.38
Lady Lake (753)	Montverde	\$ 274.14	\$ 6,197.11
Lady Lake (753)	Mt. Dora	\$ 149.76	\$ 2,949.75
Lady Lake (753)	Tavares	\$ 149.76	\$ 2,949.75
Lady Lake (753)	Umatilla	\$ 265.56	\$ 6,197.11
Lady Lake (821)	Leesburg	\$ 86.39	\$ 1,771.38
Lady Lake (821)	Montverde	\$ 274.14	\$ 6,197.11
Lady Lake (821)	Mt. Dora	\$ 149.76	\$ 2,949.75
Lady Lake (821)	Ocala	\$ 202.19	\$ 4,425.72
Lady Lake (821)	Oklawaha	\$ 131.95	\$ 2,949.75
Lady Lake (821)	Salt Springs	\$ 514.53	\$12,888.46
Lady Lake (821)	Silver Springs Shore	\$ 131.95	\$ 2,949.75

Lady Lake (821)	Tavares	\$ 149.76	\$ 2,949.75
Lady Lake (821)	Umatilla	\$ 265.56	\$ 6,197.11
Lake Brantley	Celebration*	\$ 156.33	\$ 3,535.09
Lake Brantley	East Orange*	\$ 114.14	\$ 2,356.73
Lake Brantley	Geneva*	\$ 114.14	\$ 2,356.73
Lake Brantley	Lake Buena Vista*	\$ 156.33	\$ 3,535.09
Lake Brantley	Maitland	\$ 71.95	\$ 1,178.36
Lake Brantley	Montverde	\$ 238.53	\$ 5,604.09
Lake Brantley	Orlando*	\$ 114.14	\$ 2,356.73
Lake Brantley	Oviedo*	\$ 114.14	\$ 2,356.73
Lake Brantley	Reedy Creek	\$ 174.14	\$ 3,535.09
Lake Brantley	Sanford*	\$ 114.14	\$ 2,356.73
Lake Brantley	Windermere	\$ 174.14	\$ 3,535.09
Lake Brantley	Winter Garden	\$ 114.14	\$ 2,356.73
Lake Brantley	Winter Park	\$ 71.95	\$ 1,178.36
Lake Helen	Orange City	\$ 71.95	\$ 1,771.38
Lawtey	Raiford*	\$ 278.72	\$ 6,691.36
Lawtey	Starke	\$ 206.77	\$ 5,512.99
Lee	Madison	\$ 71.95	\$ 1,771.38
Leesburg	Montverde	\$ 210.77	\$ 4,425.72
Leesburg	Mt. Dora	\$ 86.39	\$ 1,178.36
Leesburg	Tavares	\$ 86.39	\$ 1,178.36
Leesburg	Umatilla	\$ 202.19	\$ 4,425.72
Maitland	Celebration*	\$ 156.33	\$ 3,535.09
Maitland	East Orange*	\$ 114.14	\$ 2,356.73
Maitland	Geneva*	\$ 114.14	\$ 2,356.73
Maitland	Lake Buena Vista	\$ 156.33	\$ 3,535.09
Maitland	Montverde	\$ 238.53	\$ 5,604.09
Maitland	Orlando*	\$ 114.14	\$ 2,356.73
Maitland	Oviedo*	\$ 114.14	\$ 2,356.73
Maitland	Reedy Creek	\$ 174.14	\$ 3,535.09
Maitland	Sanford*	\$ 114.14	\$ 2,356.73
Maitland	Windermere	\$ 174.14	\$ 3,535.09
Maitland	Winter Garden	\$ 114.14	\$ 2,356.73
Maitland	Winter Park	\$ 71.95	\$ 1,178.36
Malone	Marianna	\$ 86.39	\$ 1,178.36
Marco Island	Naples	\$ 86.39 \$ 86.39	\$ 1,178.36
Marco Island	Naples Moorings	\$ 86.39	\$ 1,178.36
Marco Island	Naples Southeast	\$ 86.39 \$ 86.39	\$ 1,178.36
Marco Island	North Naples	\$ 86.39	\$ 1,178.36
Marianna	Altha*	\$ 71.95	\$ 1,178.36
Marianna	Sneads		. ,
Monticello	Tallahassee-Calhoun		\$ 1,178.36 \$ 2,654.34
Montverde	Celebration*		\$ 2,654.34
Montverde		\$ 256.34 \$ 238.53	\$ 5,604.09
wonverge	East Orange*	\$ 238.53	\$ 5,604.09

Montverde	Lake Buena Vista*	\$ 256.34	\$ 5,604.09
Montverde	Mt. Dora	\$ 210.77	\$ 4,425.72
Montverde	Orlando*	\$ 238.53	\$ 5,604.09
Montverde	Reedy Creek	\$ 210.77	\$ 4,425.72
Montverde	Tavares	\$ 210.77	\$ 4,425.72
Montverde	Umatilla	\$ 210.77	\$ 4,425.72
Montverde	Windermere	\$ 210.77	\$ 4,425.72
Montverde	Winter Garden	\$ 124.39	\$ 3,247.36
Montverde	Winter Park	\$ 196.34	\$ 4,425.72
Mt. Dora	Tavares	\$ 86.39	\$ 1,178.36
Mt. Dora	Umatilla	\$ 202.19	\$ 4,425.72
Naples	Naples Southeast	\$ 86.39	\$ 1,178.36
Naples	North Naples	\$ 86.39	\$ 1,178.36
Naples Moorings	Naples Southeast	\$ 86.39	\$ 1,178.36
Naples Moorings	North Naples	\$ 86.39	\$ 1,178.36
Naples Southeast	North Naples	\$ 86.39	\$ 1,178.36
Niceville	Shalimar	\$ 86.39	\$ 1,178.36
North Cape Coral	North Fort Myers	\$ 136.41	\$ 2,771.35
North Cape Coral	Pine Island	\$ 174.82	\$ 3,949.71
North Cape Coral	Sanibel-Captiva Islands	\$ 174.82	\$ 3,949.71
North Fort Myers	Pine Island	\$ 71.95	\$ 1,178.36
North Fort Myers	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36
Ocala	Citra*	\$ 263.21	\$ 5,308.68
Ocala	Dunnellon*	\$ 184.39	\$ 3,832.70
Ocala	McIntosh*	\$ 263.21	\$ 5,308.68
Ocala	Oklawaha	\$ 71.95	\$ 1,178.36
Ocala	Orange Springs*	\$ 263.21	\$ 5,308.68
Ocala	Salt Springs	\$ 408.97	\$ 9,938.72
Ocala	Shady Road	\$ 138.82	\$ 2,654.34
Ocala	Silver Springs	\$ 158.34	\$ 2,949.75
Ocala	Silver Springs Shores	\$ 71.95	\$ 1,178.36
Oklawaha	Citra*	\$ 196.34	\$ 3,832.70
Oklawaha	Dunnellon*	\$ 229.95	\$ 5,011.07
Oklawaha	McIntosh*	\$ 196.34	\$ 3,832.70
Oklawaha	Orange Springs*	\$ 196.34	\$ 3,832.70
Oklawaha	Salt Springs	\$ 454.53	\$11,117.08
Oklawaha	Silver Springs Shores	\$ 71.95	\$ 1,178.36
Orange City	DeBary*	\$ 71.95	\$ 1,178.36
Orange City	Deland*	\$ 71.95	\$ 1,178.36
Orange City	DeLeon Springs*	\$ 71.95	\$ 1,178.36
Panacea	Alligator Point*	\$ 628.66	\$15,068.99
Panacea	Sopchoppy	\$ 395.62	\$ 9,760.31
Panacea	St. marks	\$ 248.78	\$ 6,494.72
Panacea	Tallahassee Blairstone	\$ 395.62	\$ 9,760.31
Pine Island	Sanibel-Captiva Island	\$ 71.95	\$ 1,178.36

		*	
Reedy Creek	Celebration*	\$ 131.95	\$ 2,356.73
Reedy Creek	East Orange*	\$ 174.14	\$ 3,535.09
Reedy Creek	Lake Buena Vista*	\$ 131.95	\$ 2,356.73
Reedy Creek	Orlando*	\$ 174.14	\$ 3,535.09
Reedy Creek	West Kissimmee	\$ 86.39	\$ 1,178.36
Reedy Creek	Windermere	\$ 149.76	\$ 2,356.73
Reedy Creek	Winter Garden	\$ 86.39	\$ 1,178.36
Reedy Creek	Winter Park	\$ 131.95	\$ 2,356.73
Reynolds Hill	Westville	\$ 196.34	\$ 5,018.74
Salt Springs	Citra*	\$ 533.35	\$12,593.05
Salt Springs	Dunnellon*	\$ 570.34	\$13,771.42
Salt Springs	McIntosh*	\$ 533.35	\$12,593.05
Salt Springs	Orange Springs*	\$ 533.35	\$12,593.05
Salt Springs	Silver Springs Shores	\$ 454.53	\$11,117.08
San Antonio	Trilacoochee	\$ 149.76	\$ 2,356.73
San Antonio	Zephyrhills*	\$ 131.95	\$ 2,356.73
Santa Rosa Beach	Seagrove Beach	\$ 86.39	\$ 1,178.36
Sebring	Spring Lake	\$ 124.39	\$ 2,654.34
Shalimar	Valparaiso	\$ 86.39	\$ 1,178.36
Silver Springs Shores	Citra*	\$ 196.34	\$ 3,832.70
Silver Springs Shores	Dunnellon*	\$ 229.95	\$ 5,011.07
Silver Springs Shores	McIntosh*	\$ 196.34	\$ 3,832.70
Silver Springs Shores	Orange Springs*	\$ 196.34	\$ 3,832.70
Sopchoppy	Alligator Point*	\$ 504.27	\$11,821.63
Sopchoppy	Carrabelle*	\$ 504.27	\$11,821.63
Sopchoppy	St. Marks	\$ 395.62	\$ 9,760.31
Sopchoppy	Tallahassee Blairstone	\$ 271.23	\$ 6,512.95
St. Cloud	Celebration*	\$ 114.14	\$ 2,356.73
St. Cloud	West Kissimmee	\$ 71.95	\$ 1,178.36
St. Marks	Alligator Point*	\$ 504.27	\$11,821.63
St. Marks	Tallahassee Blairstone	\$ 395.62	\$ 9,760.31
Starke	Keystone Heights*	\$ 278.72	\$ 6,691.36
Starke	Raiford*	\$ 278.72	\$ 6,691.36
Tallahassee-Calhoun	Alligator Point*	\$ 263.21	\$ 5,308.68
Tallahassee-Calhoun	Bristol*	\$ 131.95	\$ 2,356.73
Tallahassee-Calhoun	Carrabelle*	\$ 263.21	\$ 5,308.68
Tallahassee-Calhoun	Chattahoochee*	\$ 263.21	\$ 5,308.68
Tallahassee-Calhoun	Greensboro*	\$ 131.95	\$ 2,356.73
Tallahassee-Calhoun	Gretna*	\$ 131.95	\$ 2,356.73
Tallahassee-Calhoun	Havana*	\$ 131.95	\$ 2,356.73
Tallahassee-Calhoun	Hosford*	\$ 131.95	\$ 2,356.73
Tallahassee-Calhoun	Perry	\$ 263.21	\$ 5,308.68
Tallahassee-Calhoun	Quincy*	\$ 131.95	\$ 2,356.73
Tallahassee-Calhoun	Tallahassee-FSU	\$ 86.39	\$ 1,178.36
Tallahassee-Calhoun	Tallahassee-Mabry	\$ 86.39	\$ 1,178.36

, s

Tallahassee-Calhoun	Tallahassee-Perkins	\$	\$ 1,178.36
Tallahassee-Calhoun	Tallahassee-Willis	\$ 86.39	\$ 1,178.36
Tallahassee-Calhoun	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73
Tallahassee-FSU	Alligator Point*	\$ 326.58	\$ 6,487.04
Tallahassee-FSU	Bristol*	\$ 131.95	\$ 2,356.73
Tallahassee-FSU	Carrabelle*	\$ 326.58	\$ 6,487.04
Tallahassee-FSU	Chattahoochee*	\$ 326.58	\$ 6,487.04
Tallahassee-FSU	Greensboro*	\$ 131.95	\$ 2,356.73
Tallahassee-FSU	Gretna*	\$ 131.95	\$ 2,356.73
Tallahassee-FSU	Havana*	\$ 131.95	\$ 2,356.73
Tallahassee-FSU	Hosford*	\$ 131.95	\$ 2,356.73
Tallahassee-FSU	Quincy*	\$ 131.95	\$ 2,356.73
Tallahassee-FSU	Tallahassee-Mabry	\$ 86.39	\$ 1,178.36
Tallahassee-FSU	Tallahassee-Perkins	\$ 86.39	\$ 1,178.36
Tallahassee-FSU	Tallahassee-Willis	\$ 86.39	\$ 1,178.36
Tallahassee-FSU	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73
Tallahassee-Mabry	Alligator Point*	\$ 326.58	\$ 6,487.04
Tallahassee-Mabry	Bristol*	\$ 131.95	\$ 2,356.73
Tallahassee-Mabry	Carrabelle*	\$ 326.58	\$ 6,487.04
Tallahassee-Mabry	Chattahoochee*	\$ 326.58	\$ 6,487.04
Tallahassee-Mabry	Greensboro*	\$ 131.95	\$ 2,356.73
Tallahassee-Mabry	Gretna*	\$ 131.95	\$ 2,356.73
Tallahassee-Mabry	Havana*	\$ 131.95	\$ 2,356.73
Tallahassee-Mabry	Hosford*	\$ 131.95	\$ 2,356.73
Tallahassee-Mabry	Quincy*	\$ 131.95	\$ 2,356.73
Tallahassee-Mabry	Tallahassee-Perkins	\$ 86.39	\$ 1,178.36
Tallahassee-Mabry	Tallahassee-Willis	\$ 86.39	\$ 1,178.36
Tallahassee-Mabry	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73
Tallahassee-Perkins	Alligator Point*	\$ 326.58	\$ 6,487.04
Tallahassee-Perkins	Bristol*	\$ 131.95	\$ 2,356.73
Tallahassee-Perkins	Carrabelle*	\$ 326.58	\$ 6,487.04
Tallahassee-Perkins	Chattahoochee*	\$ 326.58	\$ 6,487.04
Tallahassee-Perkins	Greensboro*	\$ 131.95	\$ 2,356.73
Tallahassee-Perkins	Gretna*	\$ 131.95	\$ 2,356.73
Tallahassee-Perkins	Havana*	131.95	\$ 2,356.73
Tallahassee-Perkins	Hosford*	131.95	\$ 2,356.73
Tallahassee-Perkins	Quincy*	\$ 131.95	\$ 2,356.73
Tallahassee-Perkins	Tallahassee-Willis	\$ 86.39	\$ 1,178.36
Tallahassee-Willis	Alligator Point*	\$ 326.58	\$ 6,487.04
Tallahassee-Willis	Bristol*	\$ 71.95	\$ 1,178.36
Tallahassee-Willis	Carrabelle*	\$ 326.58	\$ 6,487.04
Tallahassee-Willis	Chattahoochee*	\$ 326.58	\$ 6,487.04
Tallahassee-Willis	Greensboro*	\$ 71.95	\$ 1,178.36
Tallahassee-Willis	Gretna*	\$ 71.95	\$ 1,178.36
Tallahassee-Willis	Havana*	\$ 71.95	\$ 1,178.36

(T) 1) 1 TT 7'11'		<b>* - </b>	
Tallahassee-Willis	Hosford*	\$ 71.95	\$ 1,178.36
Tallahassee-Willis	Quincy*	\$ 71.95	\$ 1,178.36
Tallahassee Blairstone	Alligator Point*	\$ 326.58	\$ 6,487.04
Tallahassee Blairstone	Bristol*	\$ 131.95	\$ 2,356.73
Tallahassee Blairstone	Carrabelle*	\$ 326.58	\$ 6,487.04
Tallahassee Blairstone	Chattahoochee*	\$ 326.58	\$ 6,487.04
Tallahassee Blairstone	Greensboro*	\$ 131.95	\$ 2,356.73
Tallahassee Blairstone	Gretna*	\$ 131.95	\$ 2,356.73
Tallahassee Blairstone	Havana*	\$ 131.95	\$ 2,356.73
Tallahassee Blairstone	Hosford*	\$ 131.95	\$ 2,356.73
Tallahassee Blairstone	Quincy*	\$ 131.95	\$ 2,356.73
Tallahassee Blairstone	Tallahassee-Calhoun	\$ 86.39	\$ 1,178.36
Tallahassee Blairstone	Tallahassee-FSU	\$ 149.76	\$ 2,356.73
Tallahassee Blairstone	Tallahassee-Mabry	\$ 86.39	\$ 1,178.36
Tallahassee Blairstone	Tallahassee-Perkins	\$ 149.76	\$ 2,356.73
Tallahassee Blairstone	Tallahassee-Willis	\$ 86.39	\$ 1,178.36
Tallahassee Blairstone	Tallahassee-Thomasville	\$ 149.76	\$ 2,356.73
Tallahassee-Thomasville	Alligator Point*	\$ 389.95	\$ 7,665.40
Tallahassee-Thomasville	Bristol*	\$ 131.95	\$ 2,356.73
Tallahassee-Thomasville	Carrabelle*	\$ 389.95	\$ 7,665.40
Tallahassee-Thomasville	Chattahoochee*	\$ 389.95	\$ 7,665.40
Tallahassee-Thomasville	Greensboro*	\$ 131.95	\$ 2,356.73
Tallahassee-Thomasville	Gretna*	\$ 131.95	\$ 2,356.73
Tallahassee-Thomasville	Havana*	\$ 131.95	\$ 2,356.73
Tallahassee-Thomasville	Hosford*	\$ 131.95	\$ 2,356.73
Tallahassee-Thomasville	Quincy*	\$ 131.95	\$ 2,356.73
Tallahassee-Thomasville	Tallahassee-Willis	\$ 86.39	\$ 1,178.36
Tavares	Umatilla	\$ 202.19	\$ 4,425.72
Trilacoochee	Zephyrhills*	\$ 131.95	\$ 2,356.73
Wauchula	Zolfo Springs	\$ 124.39	\$ 2,654.34
West Kissimmee	Celebration*	\$ 71.95	\$ 1,178.36
West Kissimmee	Haines City* (427)	\$ 184.39	\$ 3,832.70
Williston	Bronson*	\$ 71.95	\$ 1,178.36
Windermere	Celebration*	\$ 174.14	\$ 3,535.09
Windermere	East Orange*	\$ 174.14	\$ 3,535.09
Windermere	Lake Buena Vista*	\$ 174.14	\$ 3,535.09
Windermere	Orlando*	\$ 174.14	\$ 3,535.09
Windermere	Winter Garden	\$ 86.39	\$ 1,178.36
Windermere	Winter Park	\$ 131.95	\$ 2,356.73
Winter Garden	Celebration*	\$ 131.95	\$ 2,356.73
Winter Garden	East Orange*	\$ 114.14	\$ 2,356.73
Winter Garden	Lake Buena Vista*	\$ 131.95	\$ 2,356.73
Winter Garden	Orlando*	\$ 114.14	\$ 2,356.73
Winter Garden	Winter Park	\$ 71.95	\$ 1,178.36
Winter Park	Celebration*	\$ 114.14	\$ 2,356.73

Winter Park	East Orange*	\$ 71.95	\$ 1,178.36
Winter Park	Geneva*	\$ 71.95	\$ 1,178.36
Winter Park	Lake Buena Vista*	\$ 114.14	\$ 2,356.73
Winter Park	Orlando*	\$ 71.95	\$ 1,178.36
Winter Park	Oviedo*	\$ 71.95	\$ 1,178.36
Winter Park	Sanford*	\$ 71.95	\$ 1,178.36

#### ATTACHMENT II

to

## **CMRS Interconnection Agreement**

#### between

## NPCR, Inc., and Sprint - Florida, Incorporated

## **CARRIER**

NPCR

Γ

## MSC/CELL SITE LOCATIONS - POINTS OF INTERCONNECTION

Party	Exchange	Address	
Sprint CLLI	Wireless CLLI		
Lata			
ACNA	OCN		
NLZ			