

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint-
Florida, Incorporated for
approval of interconnection
agreement with Palmer Wireless,
Inc.

DOCKET NO. 971141-TP
ORDER NO. PSC-97-1543-FOF-TP
ISSUED: December 9, 1997

The following Commissioners participated in the disposition of
this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On August 28, 1997, Sprint-Florida, Incorporated (Sprint-Florida) and Palmer Wireless, Inc., (Palmer) filed a request for approval of an interconnection agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

This agreement covers a two-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

DOCUMENT NUMBER-DATE

12560 DEC-97

FPSC-RECORDS/REPORTING

ORDER NO. PSC-97-1543-FOF-TP
DOCKET NO. 971141-TP
PAGE 2

Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. Sprint-Florida and Palmer are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between Sprint-Florida, Incorporated and Palmer Wireless, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 9th day of December, 1997.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

JRB

ORDER NO. PSC-97-1543-FOF-TP
DOCKET NO. 971141-TP
PAGE 3

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

08/22/97



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

BETWEEN

PALMER WIRELESS, INC AND SPRINT-FLORIDA, INCORPORATED

 **August 22, 1997**

Commercial Mobile Radio Services (CMRS)
INTERCONNECTION
AGREEMENT

BETWEEN

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

 August 22, 1997

08/22/97

Table of Contents

| | <u>Page No.</u> |
|---|-----------------|
| PART A – GENERAL TERMS AND CONDITIONS..... | 1 |
| Section 1. Scope of this Agreement..... | 1 |
| Section 2. Regulatory Approvals..... | 2 |
| Section 3. Term and Termination..... | 4 |
| Section 4. Charges and Payment..... | 5 |
| Section 5. Audits and Examinations..... | 5 |
| Section 6. Intellectual Property Rights..... | 7 |
| Section 7. Limitation of Liability..... | 7 |
| Section 8. Indemnification..... | 8 |
| Section 9. Remedies..... | 9 |
| Section 10. Omitted..... | 9 |
| Section 11. Confidentiality and Publicity..... | 9 |
| Section 12. Warranties..... | 11 |
| Section 13. Assignment and Subcontract..... | 11 |
| Section 14. Governing Law..... | 12 |
| Section 15. Relationship of Parties..... | 12 |
| Section 16. No Third Party Beneficiaries..... | 12 |
| Section 17. Notices..... | 12 |
| Section 18. Waivers..... | 13 |
| Section 19. Survival..... | 13 |
| Section 20. Force Majeure..... | 14 |
| Section 21. Dispute Resolution Procedures..... | 14 |
| Section 22. Cooperation on Fraud..... | 15 |
| Section 23. Amendments and Modifications..... | 15 |
| Section 24. Severability..... | 15 |
| Section 25. Headings Not Controlling..... | 15 |
| Section 26. Entire Agreement..... | 15 |
| Section 27. Counterparts..... | 15 |
| Section 28. Successors and Assigns..... | 16 |
| Section 29. Indemnification..... | 16 |
| PART B – DEFINITIONS..... | 17 |
| ATTACHMENT I - PRICE SCHEDULE..... | 22 |
| 1: General Principles..... | 22 |
| 2: Interconnection and Reciprocal Compensation..... | 22 |

08/22/97

| | |
|--|-----------|
| ATTACHMENT II - INTERCONNECTION | 25 |
| A. Scope | 25 |
| B. Exchange of Traffic | 26 |
| C. Types of Traffic and Services | 27 |
| D. Compensation | 28 |
| E. Billing | 30 |
| | |
| ATTACHMENT III - NETWORK MAINTENANCE AND MANAGEMENT | 32 |
| A. General Requirements | 32 |
| B. Restoration of Service in the Event of Outages | 33 |
| C. Service Projections | 33 |
| D. Quality of Service | 33 |
| E. Information | 34 |
| | |
| ATTACHMENT IV | 35 |
| A. General Requirements | 35 |
| B. Compensation | 35 |
| C. Quality of Service | 35 |
| | |
| ATTACHMENT V | 36 |
| A. Scope | 36 |
| B. Exchange of Traffic | 36 |
| C. Types of Traffic and Services | 36 |
| D. Compensation | 36 |
| E. Billing | 36 |
| | |
| ATTACHMENT VI - NETWORK MAINTENANCE AND MANAGEMENT | 37 |
| A. General Requirements | 37 |
| B. Restoration of Service in the Event of Outages | 37 |
| C. Service Projections | 37 |
| D. Quality of Service | 37 |
| E. Information | 37 |
| | |
| ATTACHMENT VII | 38 |
| A. General Requirements | 38 |
| B. Compensation | 38 |
| C. Quality of Service | 38 |
| | |
| ATTACHMENT VIII | 39 |
| A. General Requirements | 39 |
| B. Compensation | 39 |
| C. Quality of Service | 39 |
| | |

08/22/97

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Palmer Wireless, Inc. ("Palmer" or "Carrier"), a Delaware corporation, and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation, hereinafter collectively, "the Parties", entered into this _____ day of _____, 1997.

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

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

WHEREAS, the parties wish to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Agreement accepted and agreed to February 14, 1997, 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 - GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

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

08/22/97

LIST OF ATTACHMENTS COMPRISING PART C

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

1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier prior written notice of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

1.3 The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of the tariff shall control to the extent allowed by law or Commission Order.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and 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 in their respective tariffs, if any. Carrier shall not order services under this Agreement before Approval 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 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to

08/22/97

such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Sprint or in which the Commission or FCC makes a generic determination) to the extent that Carrier had the right and/or opportunity to participate in said proceeding (regardless of whether Carrier actually participates.) 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 of the final order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the 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 agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

2.3 In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall make reasonable efforts to provide to Carrier its proposed tariff prior to such filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

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

08/22/97

Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties.

3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement from the effective date until December 31, 1998, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

3.3 Either party may terminate this Agreement at the end of the term by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

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

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or**
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.**

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

08/22/97

3.6 If Sprint sells or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of exchanges, Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Sprint under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.

4.2 Subject to the terms of this Agreement, Carrier shall pay Sprint within thirty(30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

4.3 Billed amount which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.

4.4 Sprint will assess late payment charges to Carrier in accordance with the applicable tariff or, if there is no tariff, Sprint will assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

4.5 Sprint will not accept any new or amended order for Telecommunications services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized

08/22/97

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. The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge or undercharge to the day of payment or credit.

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

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

6

08/22/97

Section 6. Intellectual Property Rights

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

Section 7. Limitation of Liability

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

08/22/97

Section 8. Indemnification

8.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. Notwithstanding the above, in the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. 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 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 Indemnifying 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.

08/22/97

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, or (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

9.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.

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

Section 10. This Section Omitted.

Section 11. Confidentiality and Publicity

11.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 11. 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").

08/22/97

11.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

11.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

11.1.3 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.

11.1.4 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 11 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 11. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

11.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 11.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection

08/22/97

with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
June 18, 1997

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

11.4 Except as otherwise expressly provided in this Section 11, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 12. Warranties

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

Section 13. Assignment and Subcontract

13.1 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 Company 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.

13.2 Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written

08/22/97

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.

13.3 Palmer has informed Sprint that it has executed a purchase and sale agreement in which Palmer is the seller and Wireless One Network, L.P., is the purchaser of Palmer's cellular system serving the Ft. Myers, Florida MSA. Sprint hereby consents to assignment of this Agreement in regard to the Ft. Myers, Florida MSA cellular system from Palmer to Wireless One Network, L.P..

Section 14. Governing Law

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

Section 15. Relationship of Parties

It is the intention of the Parties that Sprint 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.

Section 16. No Third Party Beneficiaries

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

Section 17. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested,

08/22/97

on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to
Company: **General Counsel
Sprint-Florida, Incorporated
555 Lake Border Drive
Apopka, FL
32703**

If to
Carrier:

with a
copy to: **Director-Carrier Markets
Sprint-Florida, Incorporated
555 Lake Border Drive
Apopka, FL
32703**

with a
copy to:

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

Section 18. Waivers

18.1 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.

18.2 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.

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

Section 19. Survival

08/22/97

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 4, 5, 6, 7, 8, 9, 11 and 21.

Section 20. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 20 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

Section 21. Dispute Resolution Procedures

The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, 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. This provision shall not preclude the Parties from seeking relief available in any other forum.

08/22/97

Section 22. Cooperation on Fraud

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

Section 23. Amendments and Modifications

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

Section 24. Severability

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

Section 25. Headings Not Controlling

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

Section 26. Entire Agreement

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

Section 27. Counterparts

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

08/22/97

Section 28. Successors and Assigns

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

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

Palmer Wireless, Inc.

Sprint-Florida, Incorporated

By: *K. Patrick Meek*
Name: *K. Patrick Meek*
Title: *Vice-President*
Date: *8/26/97*

By: *Jerry Johns*
Name: *Jerry Johns*
Title: *VP - Law & External Relations*
Date: *8/22/97*

FORM
AND
APPROVED

08/22/97

PART B -- DEFINITIONS

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

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

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

"APPROVAL DATE" is the date on which Commission approval of the Agreement is granted.

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

PART B - DEFINITIONS

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

End Office Switches which are switches from which end user Telephone Exchange Service are directly connected and offered;

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

Mobile Switching Center is a switch which is used by a CMRS provider to connect and switch trunk circuits between and among cell sites for wireless traffic and that links wireless telephones to the landline public switched telephone network.

"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.

08/22/97

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

"COMMISSION" means the commission, board, or official (by whatever name designated) which under the laws of any State has regulatory jurisdiction with respect to intrastate operations of carriers. As referenced in Part A, this term may include the Federal Communications Commission if it assumes the responsibility of the state commission, pursuant to Section 252(e)(5) of the Act. This term shall also include any person or persons to whom the state commission has delegated its authority under Section 251 and 252 of the Act.

"CONTRACT YEAR" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"FCC" means the Federal Communications Commission.

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

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

"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.

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

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

"LOCAL TRAFFIC" for purposes of this Agreement, local traffic means telecommunications traffic between a LEC and a telecommunications carrier, other than a CMRS provider, that originates and terminates within a local service area established by the state commission; or Mobile-to-Land telecommunications traffic between a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a).

08/22/97

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

"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" ("MECAB") refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

"MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

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

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

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

"PARITY" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this

08/22/97

Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"PARTIES" means, jointly, Palmer Wireless, Inc. and Sprint-Florida, Incorporated, and no other entity, affiliate, subsidiary or assign.

"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.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

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

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

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

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

"TRUNK-SIDE" - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

UNDEFINED TERMS - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in

08/22/97

accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

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

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

08/22/97

PART C
ATTACHMENT I

PRICE SCHEDULE

1. General Principles

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

2. Interconnection and Reciprocal Compensation

2.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment II of this Agreement.

2.1.1 Reciprocal compensation at rates consistent with the FCC's order in CC Docket 96-98 will commence on the effective date of this agreement. Such reciprocal compensation shall include a proration of all facilities used for both Mobile-to-Land and Land-to-Mobile interconnection with the exception of facilities used to connect Palmer's cell sites and Mobile Telephone Switching Office.

2.1.2 See Table 1 of this section for the appropriate rates to be applied under this Agreement.

2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment II of this Agreement.

Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Company 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. For lines that are IntraLATA PIC assigned to Company, or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Company's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at the appropriate rate out of Company's tariff.

08/22/97

2.3 Subject to the conditions outlined Part A, Section 2 above, Carrier shall pay a transit rate as set forth in Table 1 of this Attachment when Carrier uses a Sprint access tandem to terminate a local call 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 a local call to a third party LEC or another Carrier.

2.4 Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed relevant cost studies with the pertinent state Commissions.

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Subject to the conditions outlined Part A, Section 2 above, Carrier shall pay a transit rate as set forth in Table 1 of this Attachment when Carrier uses a Sprint access tandem to terminate a local call 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 a local call to a third party LEC or another Carrier.

Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed relevant cost studies with the pertinent state Commissions.

08/22/97

ATTACHMENT I TABLE 1

Exhibit 1: Composite Rates

- *Sprint will utilize a composite billing rate for Palmer Wireless, Inc. Mobile-to-Land traffic terminating on Sprint-Florida's (Sprint) network until such time as Sprint's billing and recording systems can bill the filed and approved interconnection rate elements as outlined in Part A Section 2 of this agreement.*

| Rate Element ¹ | Composite Rate: per Minute of Use (MOU) |
|--|---|
| Mobile-to-Land - Tandem ² | .005988 |
| Mobile-to-Land - End Office ³ | .002983 |
| Land-to-Mobile ⁴ | .003610 |
| Tandem Switch (Transit) Mobile to Land | .002750 |

1. The rates are subject to final approval by the Florida Public Service Commission.
2. The composite rate for Mobile-to-Land traffic handed off at the Sprint tandem and terminated behind a Sprint end office consists of Band 2 of Sprint's End Office Termination, Tandem Switching and Transport rates.
3. The composite rate for Mobile-to-Land traffic handed off at a Sprint end office and terminated to a Sprint customer within that end office consists of Band 2 of Sprint's End Office Termination rates.
4. The rate for Land-to-Mobile traffic consists of a statewide average of Sprint's End Office Termination rates.

08/22/97

PART C ATTACHMENT II

II. INTERCONNECTION

- A. Scope - Carrier shall interconnect with Company's facilities as follows at Parity for the purpose of routing or terminating traffic:**
- 1. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI"). Until such time as the Parties agree to interconnect at one or more of Company's Tandem Switches, for purposes of this Agreement, said POIs are limited to Company end office switches, unless otherwise mutually agreed to by the parties. The POIs are the point(s) of physical interconnection as identified in Attachment V attached hereto and incorporated herein by this reference. Carrier must establish at least one physical POI per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs). Attachment V will be amended and updated to include additional POIs or VRCs as they are developed and implemented during the term of this Agreement.**
 - 2. Interconnection to a Company End Office(s) will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.**
 - 3. Should the parties agree to interconnection at a Company Tandem(s), such interconnection will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), GLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's End Offices with the same functionality described in (2) above.**
 - 4. Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.**

08/22/97

5. **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.**
 6. **Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations and in accordance with Company's FCC #1 tariff and Section 17 of Company's Intrastate Access Service Tariff. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.**
 7. **The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.**
- B. Exchange of Traffic - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:**
1. **The Parties 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. Separate trunks for 911 interconnection into Sprint are required. Carrier acknowledges this fact and will retain existing 911 connectivity with Sprint until Carrier is technically capable of providing a separate interconnection for 911 services. Sprint will work with Carrier to move toward separate interconnections for 911.**
 2. **When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra/interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.**
 3. **The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.**
 4. **Where available, Company 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 Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.**
 5. **In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling.**

08/22/97

6. Where available, Company agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge.
7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.

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

1. **Local Traffic.** For the purposes of compensation between Carrier and Company under this Agreement for Interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Carrier for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas.
2. **Switched access traffic** as specifically defined in Company's state and interstate switched access tariffs to the extent that said traffic does not originate and terminate within the same MTA, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the other Party's network to the extent switched access traffic cannot be measured, percent usage factors will be developed by Carrier to determine intra/interMTA traffic and intra/interstate traffic.
3. **Transit traffic.** This is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
4. **IntraLATA toll traffic.** Mobile-to-Land traffic is defined as intraLATA in accordance with Company's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA. Land-to-Mobile traffic is defined as intraLATA in accordance with Company's then-current intraLATA toll serving areas.

08/22/97

5. **Ancillary traffic.** This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

- a. Directory Assistance;
- b. 911/E911;
- c. Operator call termination (busy line interrupt and verify);
- d. LIDB; and
- e. Information services requiring special billing. (e.g., 900 and 950)

6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company 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 Company; (c) IXCs, and (d) other CMRS carriers.

7. Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with other CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the other CMRS carrier.

D. Compensation

1. **Local Traffic Terminating to Company.** Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Company rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call; however, physical interconnection is not required. For example, a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Carrier to Company for transport to the tandem, tandem switching, transport to the end office and end office switching.

- a. **Termination (End Office Switching).** The rates set forth on Table 1 shall be used as interim rates. Company expressly reserves the right to seek approval of rates, terms and conditions for transport and termination of local telecommunications traffic to be established by the Commission, whether the result of an arbitration proceeding for Company, a generic proceeding or otherwise. In the event, the Commission does establish rates, terms and conditions for transport and termination of local

08/22/97

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 Commission shall be implemented in this Agreement.

- b. **Transport.** Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein.
 - c. **Tandem Charge.** Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein.
 - d. **Additions to an existing and/or new line-side connection between a CMRS provider's switch and Company's central office, or a trunk-side connection,** will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.
2. **Local Traffic Terminating to Carrier. Termination (MSC Switching).** Carrier shall charge Company for only those rate elements utilized in completing a call. Carrier shall charge a single end office switching charge for each call completion that requires use of one MSC. For each call completion requiring use of more than one MSC, all MSCs prior to the last will create a tandem switching charge and the final MSC will create an end office charge. Carrier may also charge for transport between the MSCs; however, such transport will not include facilities from Carrier's MSC to cell site or from the cell site to the end user. For example, a call terminating from Company over Carrier facilities through two Carrier MSCs would include charges from Carrier to Company for transport from the Company tandem, tandem switching, transport to the final MSC, and end office switching. Carrier shall apply the end office switching rate based upon the band for the Company's end office switching.

08/22/97

Should Carrier interconnect at multiple End Offices, Carrier shall charge the appropriate rate for each End Office.

2.1 The ratio for reciprocal compensation between Sprint and Palmer for the period 11/1/96 through 5/1/97 will be based on a traffic study from Palmer and continuing thereafter for such period of time necessary for the parties to verify and agree upon any adjustment to the ratio.

2.2 A second traffic study will be provided by Palmer for a 30-day period beginning April, 1 1997. Any changes in the ratio of Land-to-Mobile and Mobile-to-Land traffic will be handled on a going forward basis. Deviations will be addressed from the time period of the traffic study going forward and will not be done on a retroactive basis.

- 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. Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable.**
- 5. 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, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.**
- 6. Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed relevant cost studies with the pertinent state Commissions.**

E. Billing

- 1. Company and Carrier agree to conform to industry standard guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Company for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Company/Subsequent Billing Company billing cycles in conformance with industry standard guidelines.**
- 2. Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Company shall be responsible for provisioning**

08/22/97

50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Company. Special construction charges, if applicable, will be charged in accordance with the Company's access service tariff.

For existing facilities, Company and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost of the interconnection facilities. The percentage of the total traffic will be set using the traffic studies identified in D 2.1 and 2.2 above. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above.

3. No discrete development charges shall be imposed on Carrier or Company for the establishment of standard meet point billing arrangements.
4. Carrier and Company agree to implement industry standard CARE records for correct provisioning and billing to IXCs.
5. Exchange of Records.
 - a. Carrier and Company agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Company further agree they will work toward implementing a record exchange process in accordance with industry standards.
 - b. Carrier and Company agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Company further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Company agree to work towards implementation of these standards.
6. Company and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier and Company 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.

08/22/97

PART C ATTACHMENT III

NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. **The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.**
2. **Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.**
3. **Company agrees to work toward having service centers available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.**
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 affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time frame.**
5. **Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.**
6. **The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.**
7. **Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers.**

08/22/97

- B. Restoration of Service in the Event of Outages** - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified 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 Company and Carrier in general. Third, should Company 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.

Carrier and Company will agree on a process for circuit and unbundled element provision and 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 Company network requirement.

- C. Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected 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. Trunk growth will be implemented as dictated by engineering requirements.

D. Quality of Service:

1. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or other carriers at any given time.
2. Interconnection quality of service should be no less than that provided by the Company for its own services.
3. A minimum blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
4. Company shall adhere to competitive intervals for installation of POIs, and the objective in no case should be longer than 30 calendar days, absent extenuating circumstances. In those instances where new collocation arrangements are required, a 90 day installation target applies.

08/22/97

5. **Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.**
6. **Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled elements available to Carrier shall include:**
 - a) **Treatment during overflow/congestion conditions;**
 - b) **Equipment/interface protection;**
 - c) **Power redundancy; and**
 - d) **Sufficient spare facilities to ensure provisioning, repair,**
 - e) **performance, and availability.**
7. **Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.**

E. Information

1. **Company must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.**
2. **Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule:**
3. **Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.**
4. **Company shall provide, at the earliest possible time, Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.**
5. **Company shall provide Carrier with its list of emergency numbers (e.g. seven digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.**

08/22/97

ATTACHMENT IV

ACCESS TO TELEPHONE NUMBERS

- A. General Requirements** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.
- B. Compensation** - To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself.
- C. Quality of Service** - Upon request and for a reasonable administrative charge, Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

ATTACHMENT

ACCESS TO TELEPHONE NUMBERS

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08/22/97

ATTACHMENT V

POINTS OF INTERCONNECTION

General

The points of interconnection between Company and Carrier will be as shown below unless otherwise noted.

Point of Interconnection Listing:

1. North Fort Myers, FL
2040 Queens Street

Interconnections:

1. Fort Myers Access Tandem
 - a) Type 2A/SS7
 - b) Type 2A
2. Fort Myers End Office
 - a) Type 1
 - b) Type 2B

ATTACHMENT V

POINTS OF INTERCONNECTION

The points of interconnection between Company and Carrier will be as shown below unless otherwise noted.

1. Fort Myers Access Tandem
a) Type 2A/SS7
b) Type 2A

2. Fort Myers End Office
a) Type 1
b) Type 2B