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August 2, 2010

The Honorable Jocelyn Boyd
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Sprint Spectrum, L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Docket No. 2010-154-C

Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Sprint Communications Company L.P.
Docket No. 2010-155-C

Dear Ms. Boyd:

In accordance with the Joint Motion on Procedure and Scheduling filed in these consolidated dockets on July 16, 2010, AT&T South Carolina respectfully submits the attached final Decision Point List ("DPL") for filing in these consolidated dockets. This final DPL takes the place of any prior DPL that has been filed by either party in these dockets.

When a party's proposed language addressing an issue is voluminous, the Joint DPL refers to a "language exhibit" that sets out that party's proposed language in full. Exhibit 1 to the Joint DPL is this language exhibit.

Exhibit 2 to the Joint DPL is AT&T's proposed language addressing transit issues in a wireless setting.

Exhibit 3 to the Joint DPL is AT&T's proposed language addressing transit issues in a wireline setting.

By copy of this letter, I am serving all parties of record with a copy of this final DPL as indicated on the attached Certificate of Service.

Sincerely,

Patrick W. Turner

PWT/nml
Attachment
cc: All Parties of Record
836413

Docket Nos. 2010-154-C and 2010-155-C
Joint DPL

Joint Decision Point List
AT&T S Carolina and Sprint
Docket Nos. 2010-154-C & 2010-155-C
Filed 07/30/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
I. Provisions related to the Purpose and Scope of the Agreements						
I.A.	(1) What legal sources of the parties' rights and obligations should be set forth in section 1.1 of the CMRS ICA? (2) Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service? (Section 1.3) (3) Should the CMRS ICA permit Sprint to send Interconnected VoIP traffic to AT&T? (CMRS section 1.3) (4) Should Sprint be permitted to use the ICAs to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale	GTC Part A, Sections 1.1, 1.3, 1.4, 1.5 1.6-1.6.3 (AT&T)	**See Language Exhibit**	**See Language Exhibit**	(1) The Parties' CMRS ICA negotiations addressed Interconnection under the FCC's regulations at 47 C.F.R. Parts 20 and 51, and Sprint's language recognizes the arbitrated CMRS ICA must comply with the FCC's Interconnection regulations under both Part 20 and Part 51. (2) Yes. Although the FCC has determined that VoIP is an interstate service, it has not determined what, if any, charges apply. This statement recognizes why the Commission does not have jurisdiction to impose a rate for VoIP traffic at this time. (3) Yes. Federal law permits Interconnected carriers to exchange Interconnected VoIP traffic (or other traffic Information Services traffic) with an ILEC. It is discrimination for AT&T to send Interconnected VoIP traffic to Sprint CMRS and refuse to accept such traffic from Sprint CMRS. (4) Yes. Federal law does not restrict CMRS carriers from offering wholesale Interconnection services; or either CMRS or CLEC carriers from offering a range of such services that may, or may not,	(1) The source of the Parties' rights and obligations in the ICA is Sections 251(b) and (c) of the Telecommunications Act of 1996, as implemented by the FCC's Part 51 regulations, which the FCC promulgated pursuant to the 1996 Act. . The FCC did not promulgate its Part 20 regulations pursuant to the 1996 Act, and such additional rights as Sprint may have under those regulations therefore are not, and need not be, reflected in this ICA. *See* FCC's 1996 *Local Competition Order*, ¶ 1024. (2) No. The parties agree on the operative language for section 1.3 – either may use the Agreement to exchange VoIP traffic. The additional verbiage proposed by Sprint should be excluded because it has no bearing on the parties' dealings with each other under the ICA. (3) No. Sprint CMRS may only send CMRS traffic to AT&T and that does not include VoIP. (4) No. Sprint's proposed last sentence of section 1.4 should not be included in the ICA

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	arrangements with a third party provider that does not use NPA-NXXs obtained by Sprint? (Section 1.4) (5) Should the CLEC Agreement contain Sprint's proposed language that requires AT&T to bill a Sprint Affiliate or Network Manager directly that purchases services on behalf of Sprint? (Section 1.5) (6) Should the ICAs contain AT&T's proposed Scope of Obligations language? (Section 1,6)				include obtaining NPA-NXXs from NANPA or the Number Pool Administrator for use by their wholesale Interconnection carrier customer. (5) Yes. FCC regulations do not restrict how Sprint CLEC may choose to provide services using third parties. It is discrimination for AT&T to seek to prevent Sprint CLEC from using an established network expansion method that is known to AT&T and been used by Sprint CMRS for a long time. (6) No. AT&T's language is an overbroad, ambiguous limitation of the ICA to services provided in AT&T "specific operating area(s)". The CLEC language requires Sprint customers to be in AT&T territory. This is contrary to provisions that contemplate Sprint providing service to customers that originate traffic outside AT&T territory.	(5) No. AT&T has accepted Sprint's Network Manager language for the CMRS ICA, but the language should not be included in the CLEC ICA. The reason is that while Sprint CMRS has some identified Network Managers, there are no Sprint Affiliates or Network Managers identified in 'Exhibit A' for Sprint CLEC. (See Section 1.5.2 of Sprint's proposed language.) Unless and until Sprint CLEC identifies such companies and AT&T has a chance to investigate them, AT&T should not have to accept Sprint's language. If Sprint CLEC does identify a qualifying Affiliate or Network Manager, AT&T will negotiate an appropriate amendment to the Agreement. (6) Yes. AT&T's proposed language provides that AT&T's obligations under the ICA apply only within the geographic areas where AT&T provides service as an ILEC (and thus not, for example, where AT&T might operate as a CLEC in the territory of another ILEC). This should not be controversial. Sprint has not explained its objection to the language, and AT&T will respond as appropriate when and if Sprint does so

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Miscellaneous service or traffic-related definitions						
I.B.	(1) What is the appropriate definition of Authorized Services? (2) (a) Should the term "Section 251(b)(5) Traffic" be a defined term in either ICA and, if so, (b) what constitutes Section 251(b)(5) Traffic for (i) the CMRS ICA and (ii) the CLEC ICA?	GT&Cs Part B Definitions	"**Authorized Services**" means those services ***which a Party*** may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties' ***respective networks as provided*** *herein.* **Sprint does not propose a definition for 251 (b)(5) traffic.**	CMRS: **"Authorized Services"** means those **CMRS** services **that Sprint** provides pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties. CLEC: **"Authorized Services Traffic"** means **Section 251(b)(5) Traffic, ISP-Bound Traffic, Telephone Toll Service, IntraLATA Interconnected VoIP and FX Traffic exchanged between the Parties and traffic transited through AT&T-9STATE and terminated to Sprint.** This Agreement is solely for the exchange of Authorized Services Traffic between the Parties. CMRS: **"Section 251(b)(5) Traffic" means Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. "Section 251(b)(5) Traffic" does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party's network. In order**	(1) Sprint's "Authorized Services" definition is appropriate for both the wireless and wireline ICA. It recognizes traffic exchange and rendered services are mutually provided by the Parties and must be associated with a service that a Party can legally provide. (2) (a) No. Use of the terms "IntraMTA Traffic" in the CMRS ICA and the statutory terms Exchange Access,	(1) Sprint CMRS requested interconnection with AT&T so that its telephone exchange service customers can intercommunicate with AT&T's customers. For the purpose of interconnection pursuant to section 251(c)(2) of the Act, it is the CMRS services Sprint CMRS provides that are relevant, not the services AT&T provides. CLEC (1) "Authorized Services Traffic" for CLEC operations includes the specific types of traffic that the Parties will exchange pursuant to the ICA. The traffic types are specifically identified and listed in order to provide contractual certainty and clarity, as well as to address what traffic types are governed by the ICA. Sprint's proposal is vague in that a Party may argue that it may "lawfully provide" a traffic type that is not actually contemplated as of the Effective Date of the ICA, such as for a new traffic category that may be identified at some point in the future and the rating, routing and/or billing of which are not addressed by the ICA. If the Parties later agree to exchange types of traffic under the ICA that are not now contemplated, the ICA can be amended to address such traffic. (2)(a) Yes. The term "Section 251(b)(5) Traffic" should be defined in both ICAs because it is the proper designation for traffic subject to reciprocal compensation

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				to measure whether traffic comes within the definition of Section 251(b)(5) Traffic, the Parties agree that the origination and termination point of the calls are as follows: **For AT&T-9STATE, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.** **For Sprint, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.** CLEC: **"Section 251(b)(5) Traffic" shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are:** **both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency;** **or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling**	Telephone Exchange Service, Telephone Toll Service in the CLEC ICA, render AT&T's further proposed "Section 251(b)(5)" terms unnecessary in either ICA. (b) Even if the answer to 2(a) were "Yes", AT&T's "251(b)(5) Traffic" definitions are wrong and discriminatory by each seeking to improperly limit AT&T's reciprocal compensation payment obligations.	pursuant to Section 251(b)(5) of the Act, and AT&T's proposed language uses this term. (2)(b)(i) AT&T properly defines Section 251(b)(5) Traffic exchanged directly between the parties within an MTA (IntraMTA) based on the location (or best approximation of the location) of the originating and terminating parties. The Parties disagree as to whether AT&T-originated IntraMTA traffic delivered to an IXC for termination to Sprint is subject to Section 251(b)(5) reciprocal compensation, which is addressed in Issue III.A.1.(2) below. (2)(b)(ii) In the *ISP Remand Order*, the FCC focused on 251(b)(5), as limited by 251(g), instead of the term "local", to determine the traffic subject to reciprocal compensation. Therefore, it is appropriate to use the term "251(b)(5)" instead of the term "local" to describe the type of traffic subject to reciprocal compensation under Section 251(b)(5) of the Act. Given the Act's definitions and the FCC's interpretation of 251(b)(5), reciprocal compensation applies to all telecommunications except those that are excluded by 251(g), *i.e.*, toll and information access .

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				area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.		
I.B (con't)	(3) What is the appropriate definition of Switched Access Service?	GT&C Part B Definitions	**"Switched Access Service"** means an offering ***to an IXC*** of access ***by AT&T-9STATE*** to **AT&T-9STATE**'s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to Switched Access Services tariff.	**"Switched Access Service"** means an offering of access to **AT&T-9STATE**'s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to Switched Access Services tariff.	(3) Switched Access Services provided by AT&T pursuant to its tariff are provided to an IXC. If a Switched Access Service tariff is referred to in the ICAs, the services are still provided subject to the ICAs and, therefore, not "pursuant to" an AT&T tariff.	(3) Switched Access Service is not limited to traffic delivered to an IXC, as Sprint's language provides. The parties may exchange traffic directly between them that originates and terminates in different local calling areas, and such traffic is properly considered Switched Access Service traffic.
I.B (con't)	(4) What are the appropriate definitions of InterMTA and IntraMTA traffic for the CMRS ICA? (5) Should the CMRS ICA include AT&T's proposed definitions of "Originating Landline to CMRS Switched Access Traffic" and "Terminating	GT&C Part B Definitions	CMRS ONLY "**IntraMTA Traffic**" means Telecommunications traffic ***to or from Sprint's wireless network*** that, at the beginning of the call, originates ***on the network of one Party in one MTA and terminate on the network of the other Party*** in the same MTA (as determined by the geographic location of the ***POI between the Parties and the location of the End Office Switch serving the AT&T-9STATE End User).*** "**InterMTA Traffic**" means	CMRS ONLY **"IntraMTA Traffic"** means Telecommunications traffic that, at the beginning of the call, originates **and terminates** in the same MTA (as determined by the geographic location of the **cell site to which the mobile End User is connected).** **"InterMTA Traffic"** means	(4) A wireless caller's location at the beginning of a call may be based on the location of the POI or the serving cell site. Use of the POI should reduce the need for traffic studies, as well as disputes related to determining if a call is Intra or InterMTA. (5) No. Under 47 C.F.R. Part 20 and 51, AT&T is required to provide the type of Interconnection reasonably requested by	(4) AT&T's definitions of InterMTA Traffic and IntraMTA Traffic are consistent with Paragraph 1044 of the FCC's *Local Competition Order*, which states "the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer." Sprint's language improperly determines the CMRS end point of a call based on the Parties' POI, which does not represent the point of call origination/termination. (5) Yes. AT&T's language is consistent with the *Local Competition Order* (Paragraphs 1036, 1044 and Note 2485)

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	InterMTA Traffic"? (6) What is the appropriate definition of Paging Traffic?		Telecommunications traffic ***to or from Sprint's wireless network*** that, at the beginning of the call, originates ***on the network of one Party in one MTA and terminate on the network of the other Party*** in another MTA (as determined by the geographic location of the ***POI between the Parties and the location of the End Office Switch serving the AT&T-9STATE End User).***	Telecommunications traffic that, at the beginning of the call, originates **In one MTA and terminates** in another MTA (as determined by the geographic location of the **cell site to which the mobile End User is connected).** **"Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from AT&T-9 STATE's originating network to Sprint's network that, at the beginning of the call: (a) originates on AT&T-9STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T shall charge and Sprint shall pay AT&T the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.** **"Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on CMRS Provider's network; (b) is sent from the mobile unit of CMRS Provider's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T-9STATE's network in another MTA. This**	Sprint CMRS, and traffic exchanged between the Parties through such Interconnection is subject to compensation paid to each terminating Party at a reasonable rate. (6) AT&T never previously explained its language to Sprint. Sprint accepts AT&T's explanation, which makes clear AT&T is not a paging provider. Sprint can accept AT&T's approach if AT&T can accept the following proposed edit, which recognizes AT&T is not the paging provider: "... or traffic to AT&T's network that ***AT&T Transits to a Third-Party paging provider.***"	along with FCC orders stating "An interstate communication does not end at an intermediate switch.....The interstate Communication itself extends from the inception of a call to its completion, regardless of any intermediate facilities." The ICA should include AT&T's language, which properly allows AT&T to bill access charges for Originating Landline to CMRS Switched Access Traffic (InterLATA InterMTA) and for Terminating InterMTA CMRS to landline traffic. (6) The term "Paging Traffic" is used in Att.3, section 6.2.3.1.5, where it is appears on a list of types of traffic excluded from reciprocal compensation. Sprint proposes to define "Paging Traffic" to include only traffic delivered by AT&T to Sprint, and not traffic delivered by Sprint to AT&T. But if Sprint delivers paging traffic to AT&T, that traffic is not subject to reciprocal compensation, because AT&T does not provide paging service and thus, necessarily, will transit the traffic to a paging provider. According, "Paging Traffic" must include traffic delivered by Sprint to AT&T, and AT&T's proposed language to that effect should be included in the ICA

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			"**Paging Traffic**" means traffic to Sprint's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Sprint.	**traffic must be terminated to AT&T-9STATE as FGD terminating switched access per AT&T-9STATE's Federal and/or State Access Service tariff.** "**Paging Traffic**" means traffic to Sprint's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Sprint **or traffic to AT&T's network that results in the sending of a paging message over a paging or narrowband PCS frequency.**		
Transit traffic related issues.						
I.C	(1) What are the appropriate definitions related to transit traffic service?	GT&C Part B Definitions	**See Language Exhibit**	**See Language Exhibit**	(1) Sprint's transit definitions recognize such service may be provided by either Party to the other, as well as to third parties. AT&T's definitions seek to restrict Sprint from providing such service, and also eliminate AT&T's payment responsibilities for its own wholesale Interconnection customer traffic.	Transit Traffic is appropriately limited to certain types of traffic exchanged under the ICA: Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, and ISP-Bound Traffic. Sprint's use of its ambiguous term "Authorized Services Traffic" would allow for any type of call, including "lawful" interstate switched access traffic, to be inappropriately considered transit traffic under its proposal.
I.C (con't)	(2) Should AT&T be required to provide transit traffic service under the ICAs? (3) If the answer to (2) is yes, what is the appropriate rate	Attachment 3, Sections 2.5.4(a), 4.1, 4.3 (Sprint)	**See Language Exhibit**	**See Language Exhibit** AT&T proposes language in a separate Commercial Agreement for Transit Traffic Sprint's CLEC and CMRS companies send to AT&T; however, AT&T has provided language in the Language Exhibit in the event the Commission	(2) Yes. Transit Service is "how" Indirect Interconnection is implemented. Transit is within the service ILECs are required to provide requesting carriers pursuant to 47 U.S.C. § 251(c)(2) (A) through (D). State law also typically provides sufficient authority for a Commission to require ILEC-provided transit to be included in ICAs.	(2) No. Transit traffic is telecommunications traffic that originates on one carrier's network, passes through an intermediate network (AT&T's in this instance), and terminates on a third carrier's network. Transit service is not required by section 251(c)(2) of the 1996 Act – or by any other subsection of sections 251(b) or 251(c) of the 1996 Act

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	that AT&T should charge for such service? (4) If the answer to (2) is yes, should the ICAs require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic that transits AT&T's network pursuant to the transit provisions in the ICAs or to indemnify AT&T for the costs it incurs if Sprint does not do so? (5) If the answer to (2) is yes, what other terms and conditions related to AT&T transit service, if any, should be included in the ICAs?	Transit Attachment (AT&T)		determines the Interconnection Agreement should contain complete transit terms.	(3) Transit should be provided at a TELRIC rate. Absent an existing TELRIC rate, transit should be provided at $0.00035 (i.e, 1/2 the $0.0007 ISP rate) on an interim basis until a TELRIC rate is established. (4) No. Federal law does not require Sprint to establish ICAs with AT&T's subtending carriers as a pre-requisite to Indirect Interconnection. AT&T is not entitled to indemnification for costs that AT&T should not be paying a terminating carrier in the first place.	– and AT&T therefore cannot lawfully be required to provide transit service under rates, terms or conditions governed by the 1996 Act or imposed in an arbitration conducted under the 1996 Act. Consequently, transit service should not be covered by the ICA, but instead should be addressed, if at all, in a negotiated commercial agreement not subject to regulation under the 1996 Act. AT&T's position is strongly supported not only by the words of the 1996 Act, but also by FCC's rulings concerning interconnection and transit traffic – including rulings in which the FCC expressly declined to impose a transit service requirement. (3) Because neither Section 251(b) nor Section 251(c) of the Telecommunications Act, nor any FCC regulation implementing the Telecommunications Act, imposes a transit obligation on AT&T, transit rates are not subject to TELRIC-based pricing. Transit traffic is appropriately exchanged and compensated pursuant to rates established between the Parties in a separate commercial agreement. (4) Yes. If the Commission requires AT&T to transit traffic between Sprint and third party carriers pursuant to the Parties' ICAs, which it should not, the Commission should take appropriate measures to ensure that that requirement does not impose unnecessary costs on AT&T. In particular, any compensation obligations between Sprint and third party carriers

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						with which it exchanges traffic through AT&T are solely between Sprint and those third party carriers, and AT&T should not be saddled with any costs or risks associated with those obligations. Accordingly, Sprint should enter into appropriate compensation arrangements with those third parties, and if it does not, it should indemnify AT&T against any costs it might incur as a result.
					(5) AT&T is entitled to charge for the tandem-switching (and potentially relatively minor transport) to deliver Sprint-originated traffic to a carrier network that subtends AT&T and will terminate Sprint's traffic. Otherwise, such traffic is subject to the same general billing and collection provisions as other categories of exchanged traffic.	(5) In the event the Commission determines that transit provisions should be included in the ICA, the ICA should contain complete terms addressing the service. AT&T's terms for the treatment of transit traffic, both originated by Sprint and terminated to Sprint include appropriate routing, trunking, and Calling Party Number ("CPN") requirements. AT&T's language also provides reasonable terms for each Party's financial responsibilities regarding transit traffic, including provisions protecting AT&T from being charged as a default call originator, or acting as a billing clearinghouse. Sprint's proposed language provides no terms to govern the routing and exchange of transit traffic. An absence of clear and complete contract provisions setting forth each Party's responsibilities with respect to appropriate CPN, network trunking, routing and payment for transit services would lead to future disputes over this traffic.
I.C (con't)	(6) Should the ICAs provide for Sprint to	Attachment 3, Sections 2.5.4(d),	**See Language Exhibit**	**See Language Exhibit**	(6) Yes. Transit is a form of wholesale Interconnection services that either Party	No. To the extent Sprint desires to aggregate traffic to send to AT&T, it may

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	act as a transit provider by delivering Third Party-originated traffic to AT&T?	4.2 (Sprint) Sections 2.3.2.3, 2.3.2.4 (AT&TCMRS)			may provide a third-party. It is discrimination for AT&T to provide transit service to its carrier customers that will terminate traffic on Sprint's network, but refuse to accept third-party transit traffic from Sprint for termination on AT&T's network.	do so pursuant to the intercarrier compensation provisions of the agreement. Under those provisions Sprint appropriately bears financial responsibility for all the traffic it sends to AT&T. Additionally, Sprint may not send CLEC traffic over CMRS network interconnections.
I.C (con't)	(7) Should the CLEC ICA require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic or to indemnify AT&T for the costs it incurs if Sprint does not do so?	Attachment 3 – Network Interconnection – Section 6.1.4 (AT&T CLEC)		**6.1.4 Sprint has the sole obligation to enter into compensation arrangements with all Third Parties with whom Sprint exchanges traffic Including without limitation anywhere Sprint originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to Sprint or any Third Party if Sprint fails to enter into such compensation arrangements. In the event that traffic Is exchanged with a Third Party with whom Sprint does not have a traffic compensation agreement, Sprint will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and Sprint will bill their respective charges**	(7) No; this is a slight variation on question (4) above, and calls for same result. Federal law does not require Sprint to establish ICAs with AT&T's subtending carriers as a pre-requisite to Indirect Interconnection. AT&T is not entitled to indemnification for costs that AT&T should not be paying a terminating carrier.	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers. If Sprint chooses to place AT&T in the middle of such transactions by not entering into appropriate arrangements with third party carriers with which it exchanges traffic, it is appropriate to require Sprint to indemnify AT&T against any resulting costs.

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				directly to each other. AT&T-9STATE will not be required to function as a billing Intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.		
II. How the Parties Interconnect						
II.A.	Should the ICA distinguish between Entrance Facilities and Interconnection Facilities? If so, what is the distinction?	GT&C Part B Definitions Attachment 3, Section 2.2	**See Language Exhibit**	**See Language Exhibit**	No. The FCC recognizes Entrance Facilities as a UNE-concept that is not applicable as to Interconnection. The entire facility that "links" Sprint's switch to AT&T's switch is an Interconnection facility. AT&T seeks to divide this facility into subparts, presumably to limit TELRIC pricing as to the entire "linking" facility.	(1) Yes. The difference between Entrance Facilities and Interconnection Facilities is critically important. Interconnection facilities, which AT&T must provide at cost-based rates, are the physical link between the parties' networks at the point of interconnection, and generally do not include transport facilities. Entrance facilities, which AT&T is not required to provide at cost-based rates (*see* Issue III.H(1)), are transport facilities between Sprint's network and the POI.
Combined-Use Trunking						
II.B.	(1) Should the ICA include Sprint's proposed language that would permit Sprint to combine multi-jurisdictional traffic on the same trunk groups (*e.g.*, traffic subject to reciprocal	Attachment 3, Section 2.5.4(b) (Sprint)	**See Language Exhibit**		(1) Yes. Combining Authorized Services traffic on the same trunks is efficient, economical, and no basis exists to restrict the Authorized Services traffic that Sprint may exchange over the same Interconnection trunks. AT&T sends multi-jurisdictional traffic on a combined basis over the same trunks in various contexts.	(1) No. Traffic that is subject to different intercarrier compensation schemes must be delivered on separate trunk groups so that the traffic can be billed properly. Thus, for example, Sprint CLEC must deliver its Section 251(b)(5) traffic to AT&T on groups separate from the groups on which it delivers traffic that is subject to access charges. If Sprint CLEC were to deliver Section 251(b)(5)

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	compensation and traffic subject to access charges)? (2) Should the ICAs include Sprint's proposed language that would permit Sprint to combine its CMRS wireless and CLEC wireline traffic on the same trunk groups that may be established under either ICA?				(2) Yes. Combining Sprint CMRS/CLEC traffic on the same trunks is efficient, economical, and no basis exists to restrict Sprint from sending all of its entities' Authorized Services traffic over the same Interconnection trunks. AT&T sends multi-party traffic on a combined basis over the same trunks in various contexts.	traffic and access traffic to AT&T on the same trunk groups, AT&T would have no way to differentiate the traffic, and therefore could not bill it properly. (2) No. CMRS traffic and wireline traffic must be delivered on separate trunk groups for essentially the same reason that Section 251(b)(5) traffic and access traffic must be delivered on separate trunk groups. Wireless and wireline traffic are subject to two separate compensation schemes: The jurisdiction of wireless traffic is determined by Major Trading Areas, which may cover an entire state or more, while the jurisdiction of wireline traffic is based on smaller local exchange areas or rate centers. Even if Sprint were to demonstrate that it would be more efficient or economical for it to deliver all its traffic over the same trunk group, its proposal should still be rejected, because it would be impossible for AT&T to differentiate between categories of traffic and properly bill combined wireless and wireline traffic. Moreover, nothing in the 1996 Act or any FCC Rule permits CMRS traffic and landline traffic to be delivered on the same trunk groups,
911 Trunking						
II.C	(1) Should Sprint be required to maintain 911 trunks on AT&T's network when Sprint is no longer using them?	Attachment 10, Sections 1.2, 1.3 (Sprint CLEC) Section 1.1, 8.3 (Sprint CMRS)	CLEC 1.2 This Attachment sets forth terms and conditions by which **AT&T-9STATE** will provide Sprint with access	CLEC 1.2 This Attachment sets forth terms and conditions by which **AT&T-9STATE will** provide Sprint with access to **AT&T-9STATE**'s 911 and	(1) No. Spring should not be required to keep in place and pay AT&T for unnecessary services.	(1) Yes. Sprint should be required to maintain dedicated 911 trunks as long as it has end user voice customers capable of dialing 911. The absence of such trunks could jeopardize consumer safety and burden AT&T with liability for any

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	(2) Should the ICA include Sprint's proposed language permitting Sprint to send wireline and wireless 911 traffic over the same 911 Trunk Group when a PSAP is capable of receiving commingled traffic? (3) Should the ICA include AT&T's proposed language providing that the trunking requirements in the 911 Attachment apply only to 911 traffic originating from the Parties' End Users?	Attachment 10, Section 1.2, 1.3 (AT&T CLEC) Section 1.1 (AT&T CMRS)	to **AT&T-9STATE**'s 911 and E911 Databases and provide Interconnection and Call Routing for the purpose of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. ***Sprint is permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.*** 1.3 The Parties acknowledge and agree that **AT&T-9STATE** can only provide E911 Service in a territory where **AT&T-9STATE** is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to **AT&T-9STATE**'s E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties. ***Sprint reserves the right to disconnect E911 Trunks from AT&T-9STATE's selective routers, and AT&T-9STATE agrees to cease billing, if E911 Trunks are no longer utilized to route E911 traffic.*** CMRS ***1.1*** This Attachment sets forth terms and conditions ***by which AT&T-9STATE will provide Sprint with access to AT&T-9STATE 911 and E911 databases and provide Interconnection and Call Routing***	E911 Databases and provide Interconnection and Call Routing **solely** for the purpose of **Sprint** 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. **The trunking requirements contained in this Attachment are to be used solely for 911 call routing.** 1.3 The Parties acknowledge and agree that **AT&T-9STATE** can only provide E911 Service in a territory where AT&T-9STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to **AT&T-9STATE**'s E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties. CMRS 1.1 This Attachment sets forth terms and conditions **for 911 Service Access provided by AT&T-9STATE to Sprint for access to the AT&T-9STATE 911 and E911 Databases, and Interconnection to an AT&T-**	(2) Yes. PSAPs are pursuing solutions to reduce costs and understand that combined wireless/wireline 911 trunking is efficient and economical. When an AT&T-served PSAP is capable of receiving combined 911 traffic, nothing should prevent the PSAP and Sprint from using combined trunks to reduce costs. (3) No. As of the preparation of Sprint's position statement to this question Sprint does not see any AT&T use of the word "End User" in its proposed language column immediately to the left of this column.	resulting tragedies. Direct trunking between Sprint and AT&T provides the greatest level of customer safety in an emergency situation and also provides a higher level of trouble isolation when determining the source of the originating call. (2) No. Comingling of wireless and wireline 911 traffic would present significant public safety concerns. Emergency calls could be routed to the improper PSAP, particularly in a default situation, because PSAP coverage areas for wireless calls do not align with the areas of wireline calls. (3) Yes. Due to the critical nature of 911 service, the 911 trunks should be used only for 911 traffic originated by the Parties' end users. Non-emergency traffic interference could congest trunks and make them "unavailable" in an emergency situation. In addition, combining multiple carriers' end users' 911 calls on the same trunk group would prevent identification of the originating carrier in the event of a need to isolate a call back to that carrier. Any failures in the CLEC/CMRS 911 network resulting from the combination of multiple carriers' 911 traffic could have catastrophic consequences.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			for the purpose of 911call completion to a Public Safety Answering Point (PSAP)as required by Section 251 of the Act. Sprint is permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic. ***1.3 The Parties acknowledge and agree that AT&T-9STATE can only provide E911 Service in a territory where AT&T-9STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T-9STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties. Sprint reserves the right to disconnect E911 Trunks from AT&T-9STATE's selective routers, and AT&T-9STATE agrees to cease billing, if E911 Trunks are no longer utilized to route E911 traffic.***	**9STATE 911 Selective Router solely for the purpose of Call Routing of Sprint 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used solely for 911 call routing.** **AT&T has no proposed language for 1.3**		
Points of Interconnection						
II.D.	(1) Should Sprint be obligated to establish additional Points of Interconnection (POI) when its	Attachment 3, Sections 2.3, (Sprint) Section 2.3	**See Language Exhibit**	**See Language Exhibit**	(1) No. Federal law does not require Sprint to install additional POIs based on predetermined traffic thresholds. It is for Sprint to determine when it is most economical to increase the number, or change the locations, of existing POIs.	(1) Yes. It is appropriate for the ICA to obligate Sprint to establish a POI at an additional tandem in a LATA when Sprint's traffic through the initial POI to that tandem serving area exceeds 24 DS1s at peak for a period of three

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	traffic to an AT&T tandem serving area exceeds 24 DS1s for three consecutive months? (2) Should the CLEC ICA include AT&T's proposed additional language governing POI's?	(AT&T CMRS) Sections 2.6-2.6.5 (AT&T CLEC)			(2) No. AT&T's language conditions Sprint's right to select a POI to "mutual agreement" rather than at any technically feasible point; imposes a threshold requirement to add POIs; and, imposes financial responsibility on Sprint for mass calling or third-party facilities installed for AT&T's benefit or use.	consecutive months. Although a new entrant may deploy a single POI in a LATA, this is the bare minimum requirement and was intended to facilitate facilities-based entry in the early phase of competition. Carriers should deploy additional POIs as traffic volumes increase. Twenty-four DS1s is a significant amount of traffic through a POI destined for a single tandem serving area, and the establishment of additional POIs when traffic reaches that level provides for a more balanced network architecture as well as diversity. A balanced architecture with built-in diversity is important to protect the traffic of both Parties' end users. (2) Yes. AT&T's language provides more specificity, the application of which will result in a more balanced network architecture. Sprint may select the POI(s) on AT&T's network where the parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, but it is reasonable for AT&T to be involved in the decision-making process as to which interconnection method will be utilized.
Resolved						
Facility/Trunking Provisions						
II.F.	(1) Should Sprint CLEC be required to establish one	Attachment 3 Section 2.5, 2.5.1 (CLEC Only).	**See Language Exhibit**	**See Language Exhibit**	(1) No. Pursuant to 47 C.F.R. § 51.305(f), if Technically Feasible, AT&T	(1) AT&T's language allows for both one-way and two-way trunking. Sprint's

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	way trunks except where the parties agree to establish two way trunking? (2) What Facilities/Trunking provisions should be included in the CLEC ICA e.g., Access Tandem Trunking, Local Tandem Trunking, Third Party Trunking? (3) Should the parties use the Trunk Group Service Request for to request changes in trunking? (4) Should the CLEC ICA contain terms for AT&T's Toll Free Database in the event Sprint uses it and what those terms?	2.5.2 (CLEC & CMRS) (Sprint) Section 2.8-2.8.9.3, 2.8.11, 2.8.11.1 GT&C Part B Definitions (AT&T)			shall provide 2-way trunking upon Sprint's request. AT&T agrees to the use of 2-way facilities in the CMRS ICA. Therefore, it not only violates 51.305(b), but would be discrimination to impose a 1-way trunking requirement on Sprint CLEC. (2) Sprint's Section 2.5.2 Trunk Group language is similar to the Parties' long-standing, existing language. There is no need for AT&T's proposed new, burdensome trunking provisions - which include additional inappropriate POI and cost-shifting provisions. (3) No. This is simply one of AT&T's provisions pulled out of its pages of newly proposed trunking provisions. There is no more reason to include this one new provision than there is to include any of the others which have not previously been necessary. (4) No. Sprint does not use AT&T's Toll-Free service and, again, this is simply one portion of AT&T provisions pulled out of its pages of newly proposed trunking provisions. There is no more reason to include this subsection than	language discusses facilities, which is the fiber cable between the two networks. Interconnection facilities are non-directional. Trunking, which is different than facilities, determines the directionality of traffic and is more appropriately addressed in AT&T's detailed trunking language. (2) AT&T's language should be adopted. It provides the specificity needed to establish the necessary trunk groups in order to route traffic and enable traffic to be billed at the appropriate rate. Additionally, AT&T's language more clearly defines the various types of trunk groups and the type of traffic each trunk can carry, in order to accommodate the appropriate billing records necessary for intercarrier compensation. (3) Yes. Trunk servicing language must be included in the ICA in order to establish terms and conditions for managing the sizing of the trunking network established between the Parties. Trunk Group Service Request ("TGSR") language is a necessary part of the trunk servicing process to notify carriers when traffic loads reach a percentage where more trunks are needed. Sprint does not propose any language to handle notification of traffic changes. (4) Yes. AT&T's language provides the necessary specificity to establish trunk groups to route Toll Free Traffic. Additionally, AT&T's language provides appropriate terms and conditions governing which carrier performs the

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					there is to include any of the others which have not previously been necessary.	database queries and how the traffic will be routed, while Sprint's language does not.
Direct End Office Trunking						
II.G.	Which Party's proposed language governing Direct End Office Trunking ("DEOT"), should be included in the ICAs?	DEOT Attachment 3 Section 2.5.3(f), (Sprint) Section 2.3.2 (AT&T CMRS) 2.8.10 -2.8.10.5 (AT&T CLEC)	**See Language Exhibit**	**See Language Exhibit**	Sprint's DEOT language is appropriate. It does two important things: 1) maintains Sprint's right to control Interconnection costs through its POI selections; and, 2) provides a fair mechanism to address any AT&T tandem-exhaust concerns through the establishment of DEOT's that benefit AT&T at AT&T's cost.	AT&T's language appropriately requires each Party to establish direct end office trunking to the other Party's end office (which may have a Tandem routed overflow) if the originating Party's traffic destined for that end office exceeds the equivalent of a DS1, unless the Parties agree otherwise. This DEOT requirement is a reasonable measure to prevent tandem exhaust and provide a balanced network.
Ongoing network management						
II.H.	(1) What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups? (2) What is appropriate language to describe the	Attachment 3; Sections 3.3.1, 3.5 (Sprint) 3.6 (Sprint CMRS) 2.9.12.2 – 2.9.12.2.4, 2.3.2.b, 4.1 (AT&T CMRS)	**See Language Exhibit**	**See Language Exhibit**	(1) Sprint's language is appropriate. Sprint is willing to address mass call trunks when its customer instigates mass calls; but, it is typically AT&T's customer that creates an issue. Sprint should not be mandated to install and pay for typically idle trunks to address issues caused by AT&T's contest-type customers.	(1) There have been instances in which congestion due to Mass Calling events (such as calls to a radio station in an attempt to be the 50th caller) have caused major network blockages. AT&T's High Volume/Mass Calling language should be included in the ICA because it reasonably requires Sprint to establish Mass Calling trunks as protection against such blockages. AT&T's language includes appropriate requirements such as sizing, notification intervals for new trunks, ongoing projects, etc.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wirelne Language	Sprint Position	AT&T Position
	signaling parameters? (3) Should language for various aspects of trunk servicing be included in the agreement e.g., forecasting, overutilization, underutilization, projects?	3.4 - 3.4.5, 3.6 – 3.7.2, 3.10 – 3.7.10.7.2.1 (AT&T CLEC)			(2) Sprint's Signaling language is appropriate. It is premised on the Parties' long-standing, existing Signaling language. AT&T's CMRS (2.3.2.b) and CLEC (3.6) counter-Signaling language on the Language Exhibit appears to pertain to a different subject - technical conformance - which the Parties have addressed in agreed-to language (see CMRS at 2.5.1.). (3) Sprint's language is appropriate. The Parties have not needed in-depth trunk servicing provisions in the past and this is another area where there has been no demonstrated need that any more burdensome provisions are necessary.	(2) AT&T's language is appropriate in that it provides necessary detail for the parameters used in signaling between the two networks, which Sprint's language does not. (3) Yes. The ICA should include AT&T's proposed trunk servicing language to establish terms and conditions for managing the sizing of the trunking network established between the Parties.
III - How the Parties Compensate Each Other						
Traffic categories and related compensation rates, terms and conditions						
III.A.	(1) As to each ICA, what categories of exchanged traffic are subject to compensation between the parties? (2) Should the ICAs	Attachment 3, Section 6, etc.	**See Language Exhibit**	**See Language Exhibit**	(1) Sprint requests the Commission to consider two categories of Interconnection-related traffic, along with the category of Jointly Provided Switched Access. If the Commission decides the typical multi-categories must exist, then Sprint has identified wireless/wireline specific categories, and categories that are neither wireline/wireless centric	(1) AT&T's language sets forth the appropriate categories of traffic subject to compensation between the parties and provides needed certainty. Sprint's language, which offers two sets of traffic classifications depending on how billing will be handled, does not.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	include the provisions governing rates proposed by Sprint? (3) What are the appropriate compensation terms and conditions that are common to all types of traffic?				(Interconnected VoIP, Information Services, Transit). (2) Yes. Sprint's proposed rates will ensure that Sprint CMRS and Sprint CLEC are charged Interconnection services rates that are a) authorized by the FCC, and b) at either i) TELRIC pricing, or ii) any lower than TELRIC pricing that AT&T has offered to another Telecommunications Carrier.	(2) No. Sprint is obliged to pay the rates set forth in the ICA's Pricing Sheet; to the extent Sprint may find AT&T's rates objectionable, it should have objected. Instead, Sprint proposes that it be allowed to pay the lowest of (a) the rate set forth in the Pricing Schedule; (b) such replacement rate as the parties may negotiate; (c) the rate AT&T charges another carrier; or (d) such cost-based rate as the Commission may establish in the future. Option (b) is plainly unnecessary. Option (c) is unacceptable because AT&T has no obligation to charge all carriers the same rate; indeed, the imposition of such a duty would undermine the negotiation process that is a comerstone of the 1996 Act and would subvert the FCC's "All or Nothing Rule," which provides that a carrier cannot adopt preferred elements of another carrier's ICA piecemeal. Option (d) is not objectionable in principle, but is unnecessary because AT&T has offered the FCC's single rate of $0.0007 for Section 251(b)(5) and ISP-Bound Traffic. Sprint itself proposes that rate for Information Services traffic, but fails to recognize that the same rate also applies to Section 251(b)(5) Traffic. In addition, Sprint's language improperly provides for a retroactive true-up to the effective date of the ICA for the difference between the initial contracted rate and any future rate Sprint might elect. The purpose of the ICA is to

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					(3) Sprint's language provides the essential terms for a) the Party that performs the termination or transits a call to accurately bill the originating Party for usage, b) for the Parties to appropriately bill, apportion and share Facility costs, and c) bill other rendered ICA services.	provide contractual certainty for both parties, which is impossible with Sprint's language. (3) The parties generally agree that it is preferable to bill for traffic exchanged between the parties based on actual usage recordings and to use alternate methods only when necessary. AT&T's language appropriately provides additional specifications setting forth how the parties will handle Calling Party Number (CPN) for traffic they exchange, as well as simple terms regarding the use of actual usage data for billing purposes. AT&T's language setting forth the specific process the parties will use when actual usage is not available for billing is addressed below based on the category of traffic being billed. For example, AT&T's surrogate billing process for CMRS Section 251(b)(5) Traffic is addressed in Issue III.A.1(2). Sprint's language merely states that the Parties will use some unidentified surrogate method to classify traffic and render bills when actual usage is not available, but it does not describe how the parties will do so. The absence of a billing process clearly set forth in the ICA would likely lead to billing disputes.
Traffic Subject to Reciprocal Compensation						

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
III.A.1	(1) Is IntraMTA traffic that originates on AT&T's network and that AT&T hands off to an IXC for delivery to Sprint subject to reciprocal compensation? (2) What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CMRS ICA for traffic subject to reciprocal compensation?	Attachment 3, Pricing Sheet (Sprint) Sections 6.2-6.3.6. Pricing Sheet 1-3 (AT&T CMRS)	**See Language Exhibit**	**See Language Exhibit**	(1) Yes. The majority of federal courts and state Commissions have found that, pursuant to 47 C.F.R. § 51.701(b)(2), an ILEC must pay the CMRS carrier reciprocal compensation for all ILEC-originated IntraMTA traffic, including the ILEC customer's 1+ dialed calls that are handed to an IXC. (2) Sprint's language requires actual traffic measurement by the Parties, therefore, there is no need for either AT&T's factoring or separate audit language specific to reciprocal compensation traffic.	(1) No. When AT&T's end user customer dials a 1+ IntraMTA call to a Sprint customer, the end user is acting as a customer of his or her chosen IXC, and the call is the IXC's call, for which AT&T is providing exchange access. Accordingly, the call is subject to access charges, payable by the IXC; it is not a reciprocal compensation call. Furthermore, the call is not exchanged between AT&T and Sprint, and thus does not fall within the FCC's definition of traffic subject to reciprocal compensation. (2) AT&T's language sets forth comprehensive terms to govem the calculation of reciprocal compensation for Section 251(b)(5) traffic, including the use of a factoring process if Sprint is unable to bill AT&T based on actual usage data. For additional clarity, AT&T's language also identifies traffic that is excluded from reciprocal compensation. AT&T's proposal that Section 251(b)(5) traffic be exchanged at a rate of $0.0007 per minute of use (MOU) is consistent with the FCC's *ISP Remand Order*. In contrast, as explained in AT&T's Position Statement for Issue III.G, Sprint's Pricing Sheet, which shows the rate for IntraMTA traffic (i.e., Section 251(b)(5) Traffic) as simply "TBD," fails to provide certainty regarding what rate will apply to Section 251(b)(5) Traffic.
III.A.1.(con't)	(3) What are the appropriate compensation rates, terms and conditions	Attachment 3, Sections 6.1-6.1.7, 6.2.2-6.2.2.2,		**See Language Exhibit**	(3) Sprint's language requires actual traffic measurement, and the Parties have audit provisions in another section of the ICA. No need exists for AT&T's factoring or audit language specific to	(3) AT&T's language sets forth comprehensive terms and conditions to govern the calculation of reciprocal compensation for Section 251(b)(5) traffic and ISP-Bound traffic, including

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	(including factoring and audits) that should be included in the CLEC ICA for traffic subject to reciprocal compensation?	6.8.1,6.8.2,6.8.4 Pricing Sheet – All Traffic, (AT&T CLEC)			reciprocal compensation traffic. AT&T's language also includes billing dispute language that is inconsistent with its proposed Attachment 7 billing dispute language.	the use of a factoring process in the event Sprint CLEC is unable to bill AT&T based on actual usage data. For additional clarity, AT&T's language also identifies traffic that is excluded from reciprocal 'compensation. AT&T's proposal that Section 251(b)(5) traffic and ISP-Bound traffic be exchanged at a rate of $0.0007 per minute of use (MOU) is consistent with the FCC's *ISP Remand Order*.
Conversion to Bill and Keep						
III.A.1.(con't)	(4) Should the ICAs provide for conversion to a bill and keep arrangement for traffic that is otherwise subject to reciprocal compensation but is roughly balanced? (5) If so, what terms and conditions should govern the conversion of such traffic to bill and keep?	Attachment 3, Section 6.3.7 (Sprint) Attachment 3 Sections 6.3.7 – 6.3.7.10 (AT&T CMRS) 6.6 – 6.6.11 (AT&T CLEC)	**See Language Exhibit**	**See Language Exhiblt**	(4) Yes. It is inefficient, uneconomical and burdensome for the Parties to continue to bill each other if the exchange of traffic becomes roughly balanced.	(4) No, the ICA should not provide for a bill and keep alternative to payment of reciprocal compensation. Neither the 1996 Act nor the FCC requires bill and keep. All the 1996 Act says on the subject is that bill and keep is not prohibited. Similarly, the applicable FCC rule, promulgated in 1996, allows state commissions to impose bill and keep if traffic is roughly balanced, but does not require or even encourage bill and keep. More than a decade of experience under the 1996 Act has demonstrated that bill and keep is an invitation to arbitrage, because a CLEC with such an arrangement has a powerful incentive to increase the volume of traffic it delivers to the ILEC for termination free of charge. On the other hand, the only benefit of bill and keep is that it *may* reduce billing costs. The risk of arbitrage outweighs the potential cost saving, and bill and keep therefore should not be imposed on an ICA over either party's objection.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					(5) Sprint's language is appropriate, and acknowledges that the exchange of traffic between the Parties today is roughly balanced. AT&T has not provided any evidence to demonstrate the exchange of traffic is not roughly balanced. Therefore, traffic should continue to be exchanged on a bill and keep basis.	(5) If the Commission decides that the ICA must provide a bill and keep option, then AT&T's proposed language, rather than Sprint's, should be adopted. AT&T's language is superior in several respects including but not limited to the following: (a) overwhelming authority, as well as common sense, supports AT&T's language that treats traffic as roughly balanced only if it is within 5% of equilibrium (*i.e.*, no worse than 45%/55%), rather than Sprint's proposed 10%; and (b) Sprint's language includes no provision for eliminating bill and keep if in balance traffic goes out of balance.
ISP-Bound Traffic						
III.A.2	What compensation rates, terms and conditions should be included in the ICAs related to compensation for ISP-Bound traffic exchanged between the parties?	Attachment 3, Pricing Sheet (Sprint) Section 6.1.2 (AT&T CMRS) Sections 6.2.1, 6.3 - 6.3.3.1, 6.8.3, 6.26 – 6.26.1 Pricing Sheet – All Traffic (AT&T CLEC)	**See Language Exhibit**	**See Language Exhibit**	Sprint's language is consistent, handling all-distance ISP-Bound traffic as its own category of traffic which is, therefore, to be separately identified by the Parties and billed at the FCC ISP rate of $0.0007. On its face, AT&T's language improperly discriminates in its treatment of ISP traffic as between Sprint CMRS and CLEC.	Pursuant to the FCC's *ISP Remand Order*, the Parties should compensate each other in a consistent manner for ISP-Bound Traffic that each Party originates and terminates directly to the other Party, using the FCC ISP compensation rate of $0.0007 per MOU. Sprint's proposal for one as-yet undetermined unified rate for all traffic is unreasonable and unsupported. In contrast, the FCC's ISP compensation rate of $0.0007 per MOU for both Section 251(b)(5) and ISP-Bound traffic is appropriate and in accordance with the *ISP Remand Order*. AT&T's proposed Attachment 3 Section 6.3 provides clear and complete terms for the treatment of ISP-Bound traffic, including provisions for implementing

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						and billing the *ISP Remand Order's* "rebuttable presumption" for ISP-Bound traffic.
CMRS ICA-specific, InterMTA traffic						
III.A.3.	(1) Is mobile-to-land InterMTA traffic subject to tariffed terminating access charges payable by Sprint to AT&T? (2) Which party should pay usage charges to the other on land-to-mobile InterMTA traffic and at what rate? (3) What is the appropriate factor to represent land-to-mobile InterMTA traffic?	Attachment 3, Sections 6.4-6.4.4, Pricing Sheet (Sprint CMRS) Sections 6.4 - 6.6.3 Pricing Sheet 4, 5, GTC - Part B Definitions (AT&T CMRS)	**See Language Exhibit** CMRS Only	**See Language Exhibit** CMRS Only	(1) No. The only FCC rule applicable to mobile-to-land interMTA traffic exchanged between the Parties is 47 C.F.R. § 20.11. Pursuant to this rule, such traffic is subject to reasonable terminating compensation. This is not traffic subject to AT&T's access tariffs.	(1) Yes. The FCC's *Local Competition Order* addresses in ¶¶ 1036 and 1044 how calls are jurisdictionlized (local, intrastate, interstate) and the intercarrier compensation charges that apply to each category. Paragraph 1036: "[T]raffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under section 251(b)(5), rather than interstate and intrastate access charges." Paragraph 1044: "[T]he geographic locations of the calling party and the called party determine whether a particular call should be compensated under transport and termination rates established by one state or another, or under interstate or intrastate access charges." Those principles are consistent with historic industry practice, pursuant to which wireless carriers have paid terminating access charges to LECs on wireless-to-landline interMTA calls transported on wireless networks. This is fully consistent with traditional notions of when a LEC is entitled to a terminating access charge from an IXC. The interexchange carrier's customer is making the call, and the interexchange carrier is receiving all the end user revenue for the call. The LEC's customer did not make the call, and the LEC receives no revenue for the call from its end user customer. The wireless

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						company is thus obtaining "access" from the LEC to complete its (the wireless company's) call; therefore, the LEC is entitled to receive compensation from the wireless company to reimburse the LEC for its costs in completing the call.
					(2) AT&T should pay Sprint. 2x the IntraMTA termination rate as reasonable terminating compensation pursuant to 47 C.F.R. § 20.11. On average, Sprint will perform more switching/transport to deliver AT&T-originated InterMTA traffic to a distant location, all of which is incurred for the benefit of AT&T and its customer.	(2) When an AT&T end user customer places a local call to a Sprint CMRS customer, but the call is terminated to that Sprint CMRS end user customer in another MTA, AT&T is entitled to originating access charges from Sprint at AT&T's tariffed rates, just as AT&T is entitled to originating access charges on any other long distance call. Paragraph 1043 of the FCC's *Local Competition Order* states that "most traffic between LECs and CMRS providers is not subject to interstate access charges unless it is carried by an IXC, *with the exception of certain interstate interexchange service provided by CMRS carriers, such as some 'roaming' traffic* that transits incumbent LECs' switching facilities . . ." Thus, where the wireless carrier is providing an interexchange service to its customer, the originating landline carrier is due access charges. Roaming is merely one example of such a situation, and the language does not foreclose other examples. Indeed, the FCC's statement that "[i]n this *and other situations* where a cellular company is offering interexchange service, the local telephone company providing interconnection is providing exchange access to an interexchange carrier and may expect to be paid the appropriate access charge" makes that clear. The

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					(3) Subject to a traffic study to validate the amount of land-to-mobile traffic generated by AT&T and its customers, Sprint proposes a 2% land-to-mobile terminating InterMTA Factor to derive the minutes of use upon which Sprint would charge AT&T at the 2x IntraMTA termination rate.	plain reading of the language demonstrates that in any situation where a wireless provider is offering interstate, interexchange service, it should be subject to appropriate access charges. Sprint CMRS is acting as an interexchange provider when it transports a call across MTA boundaries. (3) In the absence of an auditable Sprint traffic study regarding the volume of InterMTA traffic it receives directly from AT&T, AT&T's proposed InterMTA factor of 6% should be used. That figure is based on an audit that AT&T performed on a major wireless carrier in 2005. AT&T is willing to accept such lower percentage as Sprint can support with a sound study of its own, but Sprint has provided no such support
CLEC ICA- specific Switched Access Service Traffic						
III.A.4.	(1) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Switched Access Service Traffic?	Attachment 3, Sections 6.1.4, , 7.1.2 (Sprint) Sections 6.4.1,6.9, 6.11, 6.23-6.24.1 (AT&T CLEC)	**See Language Exhibit** **CLEC Only**	**See Language Exhibit** **CLEC Only**	(1) Sprint's language requires actual traffic measurement, prohibits improper representation of switched access as reciprocal compensation traffic and maintains the Parties' positions regarding determination of call end points for any type of traffic.	AT&T's language provides specific terms to accurately identify, route and bill Switched Access Service Traffic. Complete terms provide contractual clarity with regard to network routing and intercarrier billing; appropriate references to the Parties' applicable tariffs provide for complete terms under which this traffic will be exchanged between AT&T and Sprint. Sprint's language provides no specific definition for the type of traffic to be exchanged under the Agreement; rather it is vague and open to interpretation and dispute. Furthermore, Sprint's language includes no provisions governing how the

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						Parties will route, record or bill for Switched Access Service Traffic, which may give rise to future disputes.
III.A.4.(con't)	(2) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Telephone Toll Service (i.e., intraLATA toll) traffic?	Attachment 3, Sections 7.3.5-7.3.5.5 (Sprint) Sections 6.7-6.7.1, 6.16-6.16.2, 6.17, 6.19- 6.19.2, 6.22, - 6.22.3, , 6.18-6.18.1.2 (AT&T CLEC)	**See Language Exhibit** **CLEC Only**	**See Language Exhibit** **CLEC Only**	(2) Sprint's language requires actual traffic measurement, that the call be Telephone Toll Service as defined in the Act and, if it is, then applicable switched access charges apply. 8XX query charges are not appropriate as between the Parties, because that is a charge to be paid by the 8XX provider.	AT&T proposes language that makes clear how intraLATA toll traffic, both intrastate and interstate, is defined and billed. AT&T's proposed language also provides appropriate terms governing Primary Toll Carrier Arrangements, and the exchange of IntraLATA 8YY traffic, including appropriate recording and billing provisions, which Sprint's language does not.
III.A.4.(con't)	(3) Should Sprint CLEC be obligated to purchase feature group access services for its InterLATA traffic not subject to meet point billing?	Attachment 3, Sections 6.7 -6.7.1 (AT&T CLEC)		CLEC Only 6.7 Compensation for Origination and Termination of InterLATA Traffic: **6.7.1 Where CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, CLEC must purchase feature group access service from AT&T-9STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.**	(3) No. Sprint does not contemplate there being such traffic exchanged between the Parties that would be subject to access charges.	(3) Yes. If Sprint CLEC originates or terminates its own End User InterLATA Traffic that is not subject to a meet point billing (MPB) arrangement, then Sprint must purchase feature group access service from AT&T's state or federal access tariffs because the traffic is interexchange traffic and cannot be exchanged with AT&T via local interconnection trunks.
FX Traffic						
III.A.5	Should the CLEC ICA include AT&T's proposed provisions governing FX traffic?	Attachment 3, Sections 6.4.2 – 6.4.2.4.3.1 (AT&T CLEC)	**See Language Exhibit**	**See Language Exhibit** **CLEC Only**	No. AT&T is seeking preferential bill and keep treatment for its originating FX traffic that is, in fact, subject to compensation.	Yes. Sprint makes no provision for Foreign Exchange or "FX" traffic, apparently based on Sprint's view that such traffic should be treated as local traffic. That view is mistaken, because the originating carrier has no obligation to pay reciprocal compensation for the

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						transport and termination of FX traffic. FX traffic is akin to intraLATA toll traffic that terminates outside the applicable local calling area. Such traffic is non-Section 251(b)(5) Traffic and as such would normally be subject to interstate or intrastate access charges. The FCC's *Local Competition Order* states (¶ 1035) that "traffic originating or terminating outside of applicable local area would be subject to interstate and intrastate access charges," and not reciprocal compensation. Accordingly, neither reciprocal compensation rates nor the FCC's interim ISP terminating compensation rates apply for the transport and termination of FX and FX-like traffic, including ISP-bound FX Traffic. AT&T proposes that FX traffic be subject to a Bill and Keep arrangement, and AT&T's proposed language provides appropriate terms under which the Parties will identify and segregate FX traffic from compensation billings between the Parties.
Interconnected VoIP traffic						
III.A. 6	(1) What compensation rates, terms and conditions for Interconnected VoIP traffic should be included in the CMRS ICA? (2) Should AT&T's	Attachment 3, Pricing Sheet (Sprint) Attachment 3 Sections 6.4, 6.4.3 – 6.4.5, 6.23.1 (AT&T CLEC)	**See Language Exhibit**	**See Language Exhibit**	(1) Sprint's language requires actual traffic measurement. The FCC has determined Interconnected VoIP is interstate traffic, but not decided what, if any, compensation is applicable. The Commission does not have jurisdiction to establish a rate and, until otherwise determined by the FCC, such traffic should be exchanged at bill and keep.	(1) The FCC, which has not yet decided how VoIP traffic fits into its current compensation rules, has declared that state commissions should apply existing law when they address the matter in arbitrations. Under existing law, access charges apply to termination of interexchange (or InterMTA) traffic regardless whether the traffic originates in IP format, and the parties' ICA should

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	language governing Other Telecomm. Traffic, including Interconnected VoIP traffic, be included in the CLEC ICA?	Section 6.1.3 (AT&T CMRS)			2) No. AT&T's ISP / Internet / IP-enabled language is inexplicably inconsistent between CMRS and CLEC and, therefore, discriminatory. Neither even use the defined term Interconnected VoIP.	so provide. There is no lawful or rational basis for Sprint's proposal to require AT&T to terminate Sprint's VoIP traffic for free. (2) Yes. In order to ensure contractual clarity and completeness, the ICA should address all categories of traffic the Parties expect to exchange under the terms of this ICA. AT&T has identified and provided, in Attachment 3, Section 6.4, various categories of traffic not subject to reciprocal compensation. Sprint has not provided any language specifying what traffic is subject to the terms of the ICA, other than "lawful" traffic. Such vagueness invites future disputes.
CMRS ICA Meet Point Billing Provisions						
III.A.7	(1) Should the wireless meet point billing provisions in the ICA apply only to jointly provided, switched access calls where both Parties are providing such service to an IXC, or also to Transit Service calls, as proposed by Sprint? (2) What information is required for wireless Meet Point Billing, and what are the appropriate	Attachment 3, Section 7.2.1-7.2.5 (Sprint) Sections 6.11-6.11.5 (AT&T CMRS)	**See Language Exhibit** CMRS Only	**See Language Exhibit** CMRS Only	(1) Yes. If both are not providing service to the IXC, there is no joint service to support an IXC meet point bill. Sprint's language includes Transit Service clarifications, and eliminates an inappropriate 800 query charge. (2) PIU and PLU factors are inapplicable as between Sprint CMRS and AT&T in the context of meet point billing. Further, any default BIP used to bill and IXC should be consistent with the Parties'	(1) The meet point billing provisions in the CMRS ICA should apply only when the parties are jointly providing switched access service to an IXC. Even if Sprint prevails on its assertion that Transit Service should be included in the ICA (*see* Issue I.C for AT&T's Position regarding the exclusion of Transit Service from the ICA), its inclusion of Transit Service in the meet point billing provisions is inappropriate because Transit Service is a local service, not an access service. (2) The Sprint information required to establish accurate meet point billing in AT&T's billing system is: (i) a unique Access Carrier Name Abbreviation ("ACNA"); (ii) Percent Interstate Usage

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Billing Interconnection Percentages?				shared facility factor.	("PIU"); (iii) Percent Local Usage ("PLU"); (iv) 800 Service PIU; and (v) Billing Interconnection Percentage ("BIP"). Sprint agrees that ACNA and BIP should be included, but opposes the inclusion of PIU, PLU, and 800 Service PIU. These factors are necessary to identify the appropriate jurisdiction of a call for proper rate application. AT&T's billing of 800 database queries to the originating carrier is supported by the industry standard MECAB document. The default BIP should be 95% AT&T and 5% Sprint CMRS, as reflected in the parties' previous ICA. Sprint CMRS has not provided supporting documentation for its proposed change to the default BIP.
III.B RESOLVED						
Reconfiguration Costs						
III.C	Should Sprint be required to pay AT&T for any reconfiguration or disconnection of interconnection arrangements that are necessary to conform with the requirements of this ICA?	Attachment 3, Section 3.4, 1.7.5. (Sprint) Pricing Schedule Section 1.7.4, 1.7.5, 3.5 (AT&T CLEC)	**3.4** ***Neither Party intends to charge*** rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.	**3.5 AT&T shall charge and Sprint shall pay any** rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.	No. To the extent either Party is required to reconfigure or disconnect existing arrangements to conform to new requirements, each should bear its own costs. This is similar to what the Parties agreed to in the current ICA in contemplation of replacing the preceding ICA.	AT&T is entitled to be compensated for the work it performs in the rearrangement, reconfiguration, disconnection or termination of either Party's network interconnection arrangement, regardless of whether the work is done when initially reconfiguring the interconnection arrangement to conform to the terms of the ICA, or at some point in time after the initial reconfiguration. AT&T incurs an expense doing such work, and it is reasonable that AT&T be compensated for its work.

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			1.7.5 In some cases, Commissions have order **AT&T-9STATE** to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless other noted in ***and due under*** this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by **AT&T-9STATE**, regardless of whether or not a disconnect order is issued by Sprint.	**1.7.4 Sprint shall pay the applicable service order processing/administration charge for each service order submitted by Sprint to AT&T-9STATE to process a request for installation, disconnection, rearrangement, change, or record order** 1.7.5 In some cases, Commissions have order **AT&T-9STATE** to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless other noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by **AT&T-9STATE**, regardless of whether or not a disconnect order is issued by Sprint.		
III.D. RESOLVED						
Shared facility costs						
III.E	(1) How should Facility Costs be apportioned between the Parties under the CMRS ICA?	Attachment 3 Sections 2.5.3 (Sprint) Sections 2.3.2.b, 2.3.2.1, 2.3.2.5-2.3.2.9.	**See Language Exhibit** CMRS Only	**See Language Exhibit** CMRS Only	(1) Facility Costs should be apportioned based upon the Parties' respective proportionate use of the Facility to provide service to its respective customers. Sprint's position is consistent with 47 C.F.R. §51.703(b), which prohibits AT&T from charging Sprint for	(1) The cost of shared two-way interconnection facilities should be allocated between the parties based on their proportionate use of the facilities, with the calculated factor to be updated quarterly, as AT&T proposes. This is a fair and equitable method of cost

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	(2) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CMRS ICA?	(AT&T CMRS)			traffic originated on AT&T's network. (2) Yes. Third Party-originated traffic the transiting Party delivers to the terminating Party is the transiting Party's traffic for purposes of calculating the proportionate use of facilities. In this instance, the Third Party is the transiting Party's wholesale Interconnection customer and each jointly cause the transiting Party's use of the facility.	allocation. In contrast, Sprint offers no support for its proposal for an initial 50/50 allocation, which in turn Sprint proposes to update only bi-annually. (2) A call that originates with a third party and that AT&T transits to Sprint should be attributed to Sprint for purposes of calculating the proportionate use of facilities under the CMRS ICA because, as between AT&T and Sprint, Sprint is the cause of that usage. AT&T has no stake in the call, because neither the calling party nor the called party is AT&T's customer. Moreover, the reason that AT&T must transit the call is that Sprint has elected not to directly interconnect with the third party; it is for that reason that Sprint is the cause of the usage. Also, while the originating carrier is obliged to compensate AT&T for switching the call on the AT&T network, and for any interoffice transport *within* AT&T's network, the originating carrier does not compensate AT&T for transporting the call to Sprint from the last point of switching on the AT&T network.

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III.E.(con't)	(3) How should Facility Costs be apportioned between the Parties under the CLEC ICA? (4) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CLEC ICA?	Attachment 3 Sections 2.5.3 (Sprint) Alternative Section 2.8.6.1.5 (AT&T CLEC)	**See Language Exhibit** **CLEC Only**	**See Language Exhibit** **CLEC Only**	(3) Facility Costs should be apportioned based upon the Parties' respective proportionate use of the Facility to provide service to its respective customers. Sprint's position is consistent with 47 C.F.R. §51.703(b), which prohibits AT&T from charging Sprint for traffic originated on AT&T's network. (4) Yes. Third Party-originated traffic the transiting Party delivers to the terminating Party is the transiting Party's traffic for purposes of calculating the proportionate use of facilities. In this instance, the Third Party is the transiting Party's wholesale Interconnection customer and each jointly cause the transiting Party's use of the facility.	(3) Each Party is financially responsible for the facilities on its side of the Point of Interconnection ("POI"). The POI is the physical and financial demarcation between the Parties' networks. Sprint's language inappropriately attempts to shift the cost associated with the deployment of its network interconnection facilities to AT&T by charging AT&T for facilities that are not part of AT&T's network. (4) *See* AT&T Position on Issue III.E(2) above.
CLEC Meet Point Billing Provisions						

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III.F.	What provisions governing Meet Point Billing are appropriate for the CLEC ICA?	Attachment 3, Section 7.3.6-7.3.6.5 (Sprint) Attachment 3 Sections 6.23, 6.25, 6.25.2 – 6.25.6 (AT&T CLEC)	**See Language Exhibit** **CLEC Only**	**See Language Exhibit** **CLEC Only**	Sprint's language is appropriate. It is the Parties' language that has been in use for the past ten (10) years. Sprint is not aware of any disputes that suggest the language be revised and, therefore, sees no reason to alter long-standing that serves the necessary purpose.	AT&T has proposed language consistent with the current industry standard MECAB document. AT&T's language appropriately provides additional specifications regarding the use of actual usage data and EMI records for billing purposes. AT&T's language also sets forth the specific process the parties will use in the event there is a loss of billing data. In contrast, Sprint's language states only that the parties will bill each other via Switched Access usage data, and fails to describe the process or records used to do so. The absence of a billing process clearly set forth in the ICA would inevitably lead to billing disputes.
Sprint's Pricing Sheet						
III.G.	Should Sprint's proposed pricing sheet language be included in the ICA?	Attachment 3 Pricing Sheet	**See Language Exhibit**	**See Language Exhibit**	Yes. Sprint's language identifies rates that currently a) are unknown or TBD, b) should be a known or calculable amount, or c) should have a stated traffic factor. Sprint's offered negotiated Conversation MOU Usage Rates are appropriate to serve as Interim Rates until unknown or TBD rates are determined.	No. The purpose of the ICA is to provide certainty for both Parties, and Sprint's Pricing Sheet subverts that purpose. In conjunction with its supporting text, Sprint does not provide a single rate that the parties can apply with certainty. Instead, Sprint proposes that it be allowed to pay the lowest of various alternative rates, the majority of which are reflected as "TBD" or "None at this time". In addition, Sprint's language refers to the provisions of Attachment 3, reiterating that Sprint would be entitled to rate reductions and refunds as set forth therein. AT&T further addresses these improper rate treatments in Issues III.A

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						and III.H(2). Sprint also offers three mutually exclusive rate combinations for AT&T to consider as negotiated rates. All three of these rate packages are defective, and, in any event, such provisions are inappropriate for an ICA Pricing Sheet.
Facility Pricing						
III.H	(1) Should Sprint be entitled to obtain from AT&T, at cost-based (TELRIC) rates under the ICAs, facilities between Sprint's switch and the POI? (2) Should Sprint's proposed language governing "Interconnection Facilities / Arrangements Rates and Charges" be included in the ICA? (3) Should AT&T's proposed language governing interconnection pricing be included in the ICAs?	Attachment 3 Sections 2.9-2.9.4 (Sprint) Attachment 3, Sections 2. 4, 2.4.1 (AT&T CLEC) Section 2.3.6 (AT&T CMRS)	**See Language Exhibit**	**See Language Exhibit**	(1) Yes. Consistent with the majority of Federal Circuit Court of Appeal's decisions, the Facilities between a Sprint switch and a POI link the Parties' respective networks are the 47 U.S.C. § 252(c)(2) Interconnection Facilities that, pursuant to 47 U.S.C. § 251(d)(1), are subject to the TELRIC pricing standard.	(1) No. "Entrance Facilities" are the transport facilities between Sprint's switch and the point on AT&T's network at which the parties' networks are interconnected. ILECs were at one time required to provide those facilities to CLECs as a section 251(c)(3) UNE at cost-based rates, but the FCC did away with that requirement in the *TRRO* based on its determination that CLECs were not impaired by paying competitive rates for the use of entrance facilities. Based on a footnote in the TRRO, Sprint contends it is nonetheless entitled to obtain these same facilities at cost-based rates as interconnection facilities pursuant to section 251(c)(2). That is incorrect, as the Sixth Circuit held this year in its well-reasoned decision in *Michigan Bell Tel. Co. v. Lark*. Indeed, it would be contrary to the pro-competitive aims of the 1996 Act to require AT&T to provide Sprint at cost-based rates facilities that the FCC has determined are available from competitive providers at marked-based rates. If Sprint wishes to obtain entrance facilities from AT&T rather than from another provider, it may do so, but

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						pursuant to AT&T's special access tariff.
					(2) Yes. Sprint's language will ensure that Sprint CMRS and Sprint CLEC are charged Interconnection services rates that are the lower of a) TELRIC pricing or b) any lower than TELRIC pricing that AT&T has offered another Telecommunications Carrier.	(2) No. The purpose of the ICA is to provide certainty for both parties, and Sprint's language does the opposite. Sprint proposes that it be allowed to pay the lowest of (a) the rates it pays today; (b) such replacement rates as the parties may negotiate; (c) the rates AT&T charges another carrier; (d) AT&T's tariffed rates less 35% as a proxy for TELRIC rates until the Commission establishes TELRIC-based rates; or (e) such cost-based rates as the Commission may establish in the future. Option (b) is plainly unnecessary. Option (c) is unacceptable because AT&T has no obligation to charge all carriers the same rate; indeed, the imposition of such a duty would undermine the negotiation process that is a cornerstone of the 1996 Act and would subvert the FCC's "All or Nothing Rule," which provides that a carrier cannot adopt preferred elements of another carrier's ICA piecemeal. Options (d) and (e) presume that AT&T is obligated to provide Entrance Facilities at cost-based rates, which it is not. (*See* AT&T's Position for question (1) above.) In addition, Sprint's language improperly provides for a retroactive true-up to the effective date of the ICA for the difference between the initial contracted rate and any future rate Sprint might elect.
					(3) No, AT&T's pricing is contrary to the Act's Interconnection pricing standards. AT&T's refuses to offer TELRIC pricing to CMRS carriers; and, its CLEC pricing	(3) Yes. AT&T's language properly states that certain facilities are available to Sprint and priced pursuant to AT&T's access tariffs.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					is based on an attempt to divide Interconnection Facilities into two pieces, an "Entrance Facility" and "Interconnection Facility", to limit its TELRIC-pricing obligations.	
Pricing Schedule						
III.I	(1) If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA, (a) Should AT&T be permitted to reject future orders until the ICA is amended to include the service? (b) Should the ICAs state that AT&T's provisioning does not constitute a waiver of its right to bill and collect payment for the service?	Pricing Schedule Sections 1.4.2.1 and 1.4.2.2 (AT&T CLEC)		**1.4.2.1 Sprint will be billed and shall pay for the product or service as provided in Section 1.4.2 above, and AT&T-9STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If Sprint and AT&T-9STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.** **1.4.2.2 AT&T-9STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-9STATE's right to charge and collect payment for such products and/or services.**	(1) Sprint will order services that it believes in good faith are subject to the ICA. If there is a dispute over such ordered services then the parties should use the Dispute Resolution provisions to resolve the dispute. AT&T should not, however, reject good-faith orders. (a) No. As long as the service is identifiable within the context of a dispute, there is no basis for AT&T to be rejecting the orders. (b) No. This is simply one subsection of an entirely extraneous, unnecessary section. There should be no issue of "waiver" to even be addressed,	(1)(a) Yes. AT&T can reject an order for which there are no terms, conditions or rates in the ICA, and that should remain so even if AT&T previously accepted such an order inadvertently. (1)(b) Yes. It is appropriate for the ICA to state that AT&T is not waiving its rights to charge and collect payment for services Sprint requested and AT&T inadvertently provided.
III.I (con't)	(2) Should AT&T's	Pricing Schedule		**1.4.3 Where the rate for an**	(2) No. An initial Commission	(2) Yes. The rates for certain services

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	language regarding changes to tariff rates be included in the agreement?	Section 1.4.3 (AT&T CLEC)		**AT&T-9STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.**	determination that a tariff rate may be used as an Interconnection Service rate because it meets the 252(d) pricing standard when the ICA is approved, does not provide a blanket authorization to change such tariff-reference Interconnection pricing based simply on a future change in tariff prices.	available to Sprint pursuant to the ICA are established by tariff, and it is appropriate for the most current rate to apply. Because tariff filings, including changes, are publicly available, AT&T has no obligation to provide specific notification to Sprint of such filings. It is also appropriate to retain the last rate in effect if a tariff rate is withdrawn. Otherwise, the parties would be left with no rate for the service at issue, which could lead to otherwise avoidable billing disputes.
III.I (con't)	(3) What are the appropriate terms and conditions to reflect the replacement of current rates?	Pricing Schedule Sections 1.2-1.2.3 (Sprint) Sections 1.2-1.2.3.3 (AT&T)	**See Language Exhibit**	**See Language Exhibit**	3) Sprint's Current Section 252(d) Rate language is appropriate. It recognizes rates are subject to the statutory pricing standard, and requires an appropriate conforming agreement to be effective as of the Commission-order date of a Current Rate change. AT&T's language imposes conditions on obtaining the benefit of Commission-ordered Current Rate changes.	(3) AT&T's comprehensive language setting forth terms and conditions regarding how the parties will address the replacement of current rates should be included in the ICA. The parties should be free to agree to retain their current and/or interim rates. AT&T's language permits the parties to do so; Sprint's language does not. With respect to the replacement of current rates, AT&T's language properly describes the circumstances under which certain current rates would be subject to modification, including a provision that one of the Parties must notify the other of its desire to adopt the new commission-ordered rate(s). Sprint's language, if adopted, would improperly obligate

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						AT&T to submit a rate change notice to Sprint after a commission order if Sprint elected not to intervene in the proceeding, which is not AT&T's responsibility. Furthermore, by requiring AT&T to provide such notice, Sprint's language would effectively require the Parties to replace the current rates, even if neither Party wanted the replacement rates
III.I (con't)	(4) What are the appropriate terms and conditions to reflect the replacement of interim rates?	Pricing Schedule Section 1.3.1 (Sprint) Sections 1.3.1-1.3.5 (AT&T)	**See Language Exhibit**	**See Language Exhibit**	4) Sprint's Interim Rate language is appropriate. It requires an appropriate conforming agreement to be effective as of the Commission-order date that establishes a Final Rate that replaces an interim rate. AT&T's language imposes conditions on obtaining the benefit of Commission-ordered Final Rates.	(4) AT&T's comprehensive language setting forth terms and conditions regarding how the parties will address the replacement of interim rates should be included in the ICA. The parties should be free to mutually agree to retain their current and/or interim rates. AT&T's language permits the parties to do so; Sprint's language does not. With respect to the replacement of interim rates, AT&T's language properly describes the circumstances under which rates designated in the Pricing Sheet as "interim" would be subject to modification, including a provision that one of the parties must notify the other of its desire to adopt replacement rate(s). In contrast, Sprint's language would obligate the parties to adopt the new rate, even if the parties preferred to retain the interim rate.
III.I (con't)	(5) Which Party's language regarding prices noted as TBD (to be determined) should	Pricing Schedule Sections 1.5.1, 1.5.2 (AT&T & Sprint)	**See Language Exhibit**	**See Language Exhibit**	5) Sprint's language is appropriate. "TBD" Interconnection Service rates are established by the Commission pursuant to the standards contained in the Act, rather than "established by AT&T" as	(5) AT&T's language regarding prices noted as TBD (or when no rate is shown) should be included in the ICA. It is appropriate that a newly established generic rate that is available to all other

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	be included in the agreement?				suggested in AT&T's language. Sprint's language also reflects the mutuality nature of the ICAs.	carriers also apply to Sprint. Sprint's language mistakenly assumes that the state commission must approve all rates in the ICA, which is not the case. Moreover, Sprint's language is particularly troubling in the context of its Pricing Sheet, which has numerous prices designated TBD. (*See also* Issue III.G.)
IV. Billing Related Issues						
IV.A.	(1) What general billing provisions should be included in Attachment 7? (2) Should six months or twelve months be the permitted back-billing period?	Attachment 7, Sections 1.4 – 1.6.2, 1.6.5 Section 2.10 – 2.10.1.2	**See Language Exhibit**	**See Language Exhibit**	(1) Sprint's language is appropriate, recognizing the mutuality of the Parties' billing and payment obligations. AT&T's new 1.6.5 CMRS language regarding the billing of shared facilities is contrary to the Parties' long-standing existing practice, and would impose an undue burden on Sprint to remedy AT&T's internal billing system deficiencies. (2) Six months. Unlike a dispute situation that may require an extended time period to detect/investigate billing errors, the Billing Party has complete control over when a bill is rendered. Six months serves to reduce disputes that would otherwise arise from "stale" billings more than six months after service is rendered.	(1) Attachment 7 should include – at a minimum – the basis for the rendering of bills, payment responsibility, billing schedule, the specifics for differences between Wireless and Wireline processes (as applicable), and limitations on back-billing and credit claims. AT&T's proposed language is inclusive and specific to all of those concepts. Sprint's language on these topics (when it exists) is inadequate for the complex nature of the relationship between these Parties or for any other carriers which might adopt this Agreement. (2) AT&T's proposed 12-month limitation on the back-billing and credit claims timeframe is reasonable and is consistent with other current interconnection agreements. Six months is too short a period, because many billing discrepancies are not found until at least six months of billing cycles have transpired. Further, the time period fits appropriately with the 12-month limitation for bringing billing disputes (as

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						addressed in Issue IV.C below).
IV.B.	(1) What should be the definition of "Past Due"? (2) What deposit language should be included in each ICA? (3) What should be the definition of "Cash Deposit"? (4) What should be the definition of "Letter of Credit"? (5) What should be the definition of "Surety Bond"?	GT&C Part B Definitions Attachment 7 Section 1. 8.1 – 1.8.5, 1.8.7 (Sprint) GT&C Part B Definitions Attachment 7 Sections 1.8 – 1.8.9 (AT&T)	**See Language Exhibit**	**See Language Exhibit**	(1) The "Past Due" definition should specifically refer to "undisputed" charges, rather than charges generally. Payment is accurately "due" on properly assessed charges, and such assessment does not occur as to good-faith disputed amounts until a dispute is resolved. (2) Sprint's language is appropriate. It recognizes that the existence of mutual billing requires mutuality in the deposit provisions; and, provides legitimate restraint on a Billing Party to prevent the use of a deposit demand as a competitive weapon to needlessly encumber a Billed Party's capital.	(1) The disagreement about the definition of "Past Due" is that under AT&T's proposed definition, amounts that the disputing party places in escrow are considered "Past Due" and therefore are subject to Late Payment Charges (under Att. 7, section 1.9), while under Sprint's definition, they are not. AT&T's approach is perfectly reasonable, because if the Billing Party wins the dispute, the disputed amounts were in fact due and owing and so should be subject to the Late Payment Charge. On the other hand, if the Billed Party wins the dispute, so that the escrowed charges should not be subject to Late Payment Charges, AT&T's escrow language (Att. 7, section 1.16.1) gives the Billed Party a credit for the Late Payment Charge that was assessed on the Past Due amount. Sprint's definition inappropriately excuses disputed amounts from Late Payment Charges even when the Billing Party's position on the dispute is vindicated. (2) The purpose of the deposit (or "assurance of payment") provisions in the ICA is to help ensure that AT&T is paid for the products and services it provides. AT&T includes such language in its ICAs because it has lost tens of millions of dollars over the years in non-payments from carriers. AT&T's proposed deposit language appropriately requires a deposit from carriers with unestablished or questionable credit,

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						while exempting carriers that present little risk of non-payment. Sprint's proposed deposit language is unreasonable because it provides for a deposit from AT&T, notwithstanding that there is no reason whatsoever to believe that AT&T presents any risk of non-payment.
					(3) Sprint's deposit language does not use the term "Cash Deposit". If it is determined to be a necessary term, Sprint's definition recognizes that the existence of mutual billing requires mutuality in deposit language, including deposit-related definitions.	(3) AT&T's proposed definition of "Cash Deposit" appropriately reflects that AT&T should not be required to make a deposit. Unlike many carriers with which AT&T does business, and as noted in (2) above, AT&T's creditworthiness is notoriously sound.
					(4) Sprint's deposit language does not use the term "Letter of Credit". If it is determined to be a necessary term, Sprint's definition recognizes that the existence of mutual billing requires mutuality in deposit language, including deposit-related definitions.	(4) AT&T's proposed definition of "Letter of Credit" appropriately reflects that AT&T should not be required to make a deposit. Unlike many carriers with which AT&T does business, and as noted in (2) above, AT&T's creditworthiness is notoriously sound.
					(5) Sprint's deposit language does not use the term "Surety Bond". If it is determined to be a necessary term, Sprint does not dispute the definition as proposed by AT&T.	(5) AT&T's proposed definition of "Surety Bond" reflects an appropriate business standard required to mitigate the risks to be assumed by AT&T under the ICA's deposit provisions. The context in which "Surety Bond" is used in Attachment 7 reflects that AT&T should not be required to make a deposit. Unlike many carriers with which AT&T does business, and as noted in (2) above, AT&T's creditworthiness is notoriously sound.
IV.C.	(1) Should the ICA	Attachment 7,	**See Language Exhibit**	**See Language Exhibit**	(1) No. Billing errors may not be	(1) Yes. To the extent a Party desires to

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	require that billing disputes be asserted within one year of the date of the disputed bill? (2) Which Party's proposed language concerning the form to be used for billing disputes should be included in the ICA?	Section 3.1.1, 3.3.1 (AT&T & Sprint)			detectable in twelve months. The parties agree in GTC Part A to a 24-month limit as to any ICA dispute, which is likely shorter than a statutory limitations period. There is no legal basis to mandate a further time restriction for billing disputes. (2) Sprint's language is appropriate. Sprint' maintains its right to use its existing automated dispute system, but will consider AT&T-requested modifications if AT&T pays for such modifications. AT&T seeks to mandate use of its form that will require Sprint's manual compliance, but not pay any costs related to such mandated use.	file a billing dispute, it should do so within 12 months of the bill date. Corroborating dispute claims for anything beyond 12 months cannot always be accomplished due to record retention capabilities and limitations, corruption of aged data files and lost data. Further, 12 months is consistent with AT&T's proposed 12-month limitation on back-billing in Issue IV.A above. Sprint's apparent view that there should be no limit on how far back a billing dispute may reach is unreasonable – and is inconsistent with Sprint's proposal to limit back-billing to only 6 months. (2) The ICA should include AT&T's proposed language, which appropriately requires the Billed Party to submit disputes on the Billing Party's dispute form. AT&T receives many billing disputes from many carriers, and the efficient processing of those disputes demands that all carriers use AT&T's standard form, which is compatible with AT&T's systems.
IV.D.	(1) What should be the definition of "Non-Paying Party"? (2) What should be the definition of "Unpaid Charges"? (3) Should the ICA include AT&T's proposed language requiring escrow of	GT&C Part B Definitions Attachment 7, Sections 1.12 (Sprint) GT&C Part B Definitions Attachment 7 Sections 1.12, 1.13 – 1.18, 3.3.2 (AT&T)	**See Language Exhibit**	**See Language Exhibit**	(1) The "Non-Paying Party" definition should mean the Party that does not pay "undisputed amounts" because, until a "disputed amount" is determined to be legitimately included within the Billing Party's rendered bill, it is not subject to payment.	(1) The determination of which Party's proposed definition of "Non-Paying Party" should appear in the ICA can only be made by examining which Party's definition yields the appropriate result within the ICA. (In other words, there is no inherently "correct" definition of the term.) AT&T's definition works, and Sprint's does not. For example, the ICA provides (Att. 7, section 1.12), "If any unpaid portion of an amount due to the Billing Party under this Agreement is subject to a Billing Dispute between the

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	disputed amounts?					Parties, the **Non-Paying Party** must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts . . . ." Obviously, Non-Paying Party, as used there, means a Party that has not paid disputed amounts..
					(2) The "Unpaid Charges" definition should mean the "undisputed charges" for which a Non-Paying Party has not remitted full payment because, until a "disputed charge" is determined to be legitimately billed, the Non-Paying Party is under no obligation to pay such charge.	(2) Again, the determination of which Party's proposed definition of "Unpaid Charges" should appear in the ICA can only be made by examining which Party's definition yields the appropriate result within the ICA. AT&T's definition of "Unpaid Charges" works and Sprint's does not. For example, the ICA provides (Att. 7, section 2.2), "The Non-Paying Party must remit all Unpaid Charges to the Billing Party within...days of the Discontinuance Notice." Just as a "Non-Paying Party is a Party that has not paid undisputed or disputed amounts (see above)," Unpaid Charges," as used there, appropriately means discontinuance can occur for *any* charges unpaid after the Bill Due Date - including both undisputed *and* disputed charges.
					(3) No. AT&T issues erroneous bills that cause good-faith disputes. It is inappropriate to alter the status quo by conditioning disputes on pre-payment to a third party. A Billed Party should only be responsible for payment of properly assessed charges with applicable interest, at the end of the dispute resolution process.	(3) Yes. AT&T has lost tens of millions of dollars to carriers that disputed their bills without a proper basis and then, when the disputes were resolved in AT&T's favor, did not have the funds to pay the amounts they owed. AT&T's escrow language is a reasonable measure to prevent this. As an example, if Sprint disputes an AT&T bill (other than for reciprocal compensation) Sprint should be required to deposit the disputed amounts in an interest-bearing

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						escrow account in order to ensure that funds will be available if the dispute is resolved in AT&T's favor. The escrow provisions proposed by AT&T are consistent with the escrow provisions in many current ICAs, and need to be in the successor ICA, in part, because it may be adopted by other carriers.
IV.E.	(1) Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be 15 or 45 days? (2) Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should govern such disconnection?	GT&C Part B Definitions (Discontinuance Notice Definition) (Sprint & AT&T) Attachment 7 Sections 2.0 – 2.4.2, 2.4.5 (Sprint) Sections 2.0 - 2.9.3 (AT&T)	**See Language Exhibit**	**See Language Exhibit**	(1) Discontinuance of service is a drastic remedy. It is not unreasonable to provide forty-five (45) days notice to avoid potential disruption or disconnection to ensure the Parties are in agreement over the facts that the noticing Party contends exist to give rise to such notice. (2) Disconnection of service is so customer-impacting that it should not be sanctioned in the absence of Commission order and, even then, it should be limited to the services for which any unpaid, undisputed payment was required but not paid.	(1) AT&T's proposed 15 days from the Discontinuance Notice is sufficient time for the Non-Paying Party to remit payment for charges due – particularly since the charges at issue here are charges that the Billed Party does not dispute. Since the Discontinuance Notice cannot be sent until the Non-Paying Party is already past due (over 30 days), the Non-Paying Party actually has 46 days (at a minimum) from the invoice date to pay the charges due. Sprint's proposed 45-day timeframe would actually give the Non-Paying Party 76 days (at a minimum) to pay charges due after the invoice date, which is unreasonable. There is no sound reason for not expecting the Billed Party to pay its *undisputed* bills within 46 days in order to avoid discontinuance of service. (2) Once the contractual circumstances that justify discontinuance are met, discontinuance should be permitted, with no requirement that the Billing Party first obtain Commission approval. The Billing Party will provide any written notice of disconnection to the Commission as required by any State Order or Rule, and the Billed Party – which will have ample notice of the threatened discontinuance –

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						is free to ask the Commission to block the discontinuance. The Billing Party, however, should not bear the burden of seeking Commission approval of a discontinuance of service to a non-paying customer.
IV.F.1.	Should the Parties' invoices for traffic usage include the Billed Party's state specific Operating Company Number (OCN)?	Attachment 7, Section 1.6.3 (Sprint & AT&T)	1.0 Billing and Payment of Charges 1.6.3 Each Party will invoice the other by state, for traffic exchanged pursuant to this Agreement, by the Central Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office and usage period. **[FOR WIRELESS ONLY]** Sprint will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between **AT&T-9STATE** and Sprint takes place as well as the number of calls and Conversation MOUs.	1.6.3 Each Party will invoice the other by state, for traffic exchanged pursuant to this Agreement, by the Central Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office, usage period **and state specific Operating Company Number (OCN).** **[FOR WIRELESS ONLY]** Sprint will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between **AT&T-9STATE** and Sprint takes place as well as the number of calls and Conversation MOUs.	No. The Parties agree to follow industry standards in rendering invoices. Sprint's billing system is based on the SECAB industry standard, which does not identify usage by "Billed Party OCN". AT&T has no right to mandate a change in Sprint's long-standing, industry standard billing system.	Yes. One of the unique identifiers of a carrier is its state specific Operating Company Number (OCN). OCNs for a given carrier can differ from state to state, and AT&T's OCNs in fact do. AT&T's accounts payable processes for paying Sprint's (and other carriers') bills require the inclusion of the state-specific OCN assigned to AT&T in the given state so that the appropriate account journalization can occur. If AT&T receives bills from Sprint without AT&T's state-specific OCN associated with each state's usage, AT&T must resort to a costly and time-consuming process to allocate the bills appropriately.
IV.F.2	(1) How much notice should one Party provide to the other Party in advance of a billing format change?	Attachment 7, Sections 1.19	1.19 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing format changes ***that may impact the Billed Party's ability to validate and pay the Billing Party's invoices.*** At that time a sample of the new invoice will be provided so	1.19 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing format changes. At that time a sample of the new invoice will be provided so that the Billed Party has time to program for any changes that may impact validation and payment of the invoices. **If notification is not received in the specified time** frame,	(1) Both Parties require billing format change notice of "at least ninety (90) calendar days or three (3) monthly billing cycles." Sprint's language further requires the Billed Party to act within the specified time, whereas AT&T language creates ambiguity that allows a Billed Party to indefinitely suspend its payment obligations.	(1) A 90-day notification of billing format changes is sufficient for the parties to modify internal processes to accept those changes. If Sprint fails to provide notification 90 days prior to a billing format change, AT&T should not be subject to any late payment fees until the appropriate amount of time (90 days) has passed from the time AT&T was notified of the change.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			that the Billed Party has time to program for any changes that may impact validation and payment of the invoices. If ***the specified length of notice is not provided regarding a billing format change and such change impacts the Billed Party's ability to validate and timely pay the Billing Party's invoices***, then the affected invoices will be held and not subject to any Late Payment Charges, until ***at least ninety (90) calendar days has passed from*** the ***time of receipt of the changed bill.***	then invoices will be held and not subject to any Late Payment Charges, until the **appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary**.		
IV.G.1. RESOLVED						
IV.G.2	What language should govern recording?	Attachment 7, Section 6.1.9.4,	**CLEC Only** 6.1.9.4 When Sprint is the recording Party, Sprint agrees to provide its recorded AUR detail to **AT&T-9STATE** under the same terms and conditions of this section.	**CLEC Only** 6.1.9.4 When Sprint is the recording Party, Sprint agrees to provide its recorded **End User Billable Messages** detail **and** AUR detail **data** to **AT&T-9STATE** under the same terms and conditions of this section.	Sprint's language is appropriate because Sprint does not support the type of calls that generate (and, therefore, Sprint is not even currently capable of creating) "End User Billable Messages detail".	AT&T's proposed reference to "End User Billable Messages" should be included in section 6.1.9.4. While Sprint may claim to have no traffic that requires the use of "End User Billable Messages," the Non-Intercompany Settlements ("NICS") process, coupled with the possibility that another carrier, that does require "End User Billable Messages" might adopt the Sprint agreement, warrant the inclusion of AT&T's proposed language. If Sprint in fact has no traffic that requires "End User Billable Messages," the inclusion of AT&T's language will have no effect on Sprint and so should not be objectionable.
IV.H.	Should the ICA include AT&T's proposed language governing settlement of alternately billed calls via Non-	Attachment 7, Section 5.1.2 (AT&T)		**See Language Exhibit**	No. The Parties have a separate RAO hosting agreement that addresses the subject contained in AT&T's proposed section 5.1.2 and it is not appropriate to create an unnecessary ambiguity by having this specific subject matter in two different agreements.	Yes. The Agreement should provide for the settlement of local and toll LEC-carried alternately billed calls between the Parties and with all other participating LECs. AT&T's proposed language appropriately ensures that the Parties have a full accounting for the billing of

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Intercompany Settlement System (NICS)?					such messages.
V. Miscellaneous						
V.A **RESOLVED**						
V.B.	What is the appropriate definition of "Carrier Identification Codes"?	GT&C Part B Definitions (Sprint & AT&T)	CLEC Only "**Carrier Identification Codes (CIC)**" ***means a*** code assigned by the North American Numbering Plan administrator to identify ***specific Interexchange Carriers.*** This code is primarily used for billing and routing ***purposes.***	CLEC Only AT&T proposed language "**Carrier Identification Codes (CIC)**" means a code assigned by the North American Numbering Plan administrator to identify **the entity that purchases access services**. This code is primarily used for billing and routing **from the local exchange network to the access purchaser**. Alternative #1: "**Carrier Identification Codes (CIC)**" means a code used to **provide routing and billing information for calls from end users via trunk-side connections to interexchange carriers and other entities. Entities connect their facilities to access provider's facilities using several different access arrangements, the common ones being Feature Group B (FG B) and Feature Group D (FG D). Access providers are common carriers and connecting carriers that provide interconnection services between an entity and another provider of telecommunications services**	Sprint's language is accurate and appropriate. CICs are assigned to wireline IXC service providers, rather than AT&T's broader language that would include any "entity that purchase access services".	While Sprint's language correctly states what a CIC code is, it fails to define the relationship between the access carrier and the local exchange carrier. Since there are many access carriers, the CIC is used by the local exchange carrier to identify which access carrier to route a particular call to, then bill accordingly, AT&T advocates inclusion of this definition only in the CLEC ICA, but is not opposed to including it in the CMRS ICA.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				Alternative #2: **CIC (Carrier Identification Code) - A numeric code that uniquely identifies each carrier. These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC and the access purchaser.**		
V.C.	(1) Should the ICA include language governing changes to corporate name and or d/b/a? (2) Should the ICA include language governing company code changes?	GT&C Part A, Sections 16, 16.3, 16.3.1, 16.3.2, 16.4, 16.4.1, 16.4.2	**See Language Exhibit**	**See Language Exhibit**	(1) No. It is inappropriate to impose unilateral charges to update AT&T's internal records. If allowed, such costs should be subject to identification when the ICA is transferred / assigned, with any payment negotiated and subject to the ICA's Dispute Resolution provisions. (2) No. It is inappropriate to impose unilateral charges to update AT&T's internal needs associated with a company code change. If allowed, such costs should be subject to identification if a company code change occurs, with any payment negotiated and subject to the ICA's Dispute Resolution provisions.	(1)Yes. The ICA should include terms for situations when Sprint requests changes to any of its accounts. It is appropriate for AT&T to charge Sprint for any requested changes that require AT&T to do work on existing account or customer records, This includes, for example, work required to change a company name, record changes or re-stenciling; re-engineering; changing locks; etc. AT&T is not attempting to "shift" to Sprint any cost that should be borne by AT&T, but merely seeks appropriate compensation for doing work requested by Sprint. (2) Yes, the ICA should include rates as well as terms for any changes to Sprints' accounts. Appropriate rates and charges are identified in the pricing schedule of this ICA.
Insurance						
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Joint Decision Point List
AT&T S Carolina and Sprint
Docket Nos. 2010-154-C & 2010-155-C
Filed 07/30/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
RESOLVED						
V.G RESOLVED						
V.H RESOLVED						
V.J RESOLVED						

Docket Nos. 2010-154-C and 2010-155-C
Exhibit 1 to Joint DPL
Language Exhibit

I.A.	**Purpose *and Scope.***	**Purpose *and Scope.***
	CMRS: 1.1 This Agreement specifies the rights and obligations of the Parties with respect to the implementation of their respective duties under Sections 251 and 252 of the Act and the FCC's Part ***20 and*** 51 regulations.	**CMRS**: 1.1 This Agreement specifies the rights and obligations of the Parties with respect to the implementation of their respective duties under Sections 251 and 252 of the Act and the FCC's Part 51 regulations.
	1.3 Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by ***either Party*** to exchange Interconnected VoIP Service traffic.	**CLEC**: 1.3 This Agreement may be used by either Party to exchange Interconnected VoIP Service traffic. **CMRS**: 1.3 This Agreement may be used by **AT&T-9STATE** to exchange Interconnected VoIP Service traffic **to Sprint**.
	1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers that use numbering resources acquired by Sprint from NANPA or the Number Pooling Administrator ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the **AT&T-9STATE** network or (ii) is transited by the **AT&T-9STATE** network to a Third Party, and (b) as **AT&T-9STATE** traffic when it originates upon **AT&T-9STATE**'s network and is delivered to Sprint's network for termination. ***Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.***	1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers that use numbering resources acquired by Sprint from NANPA or the Number Pooling Administrator ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the **AT&T-9STATE** network or (ii) is transited by the **AT&T-9STATE** network to a Third Party, and (b) as **AT&T-9STATE** traffic when it originates upon **AT&T-9STATE**'s network and is delivered to Sprint's network for termination.
	1.5 Affiliates and Network Managers ***1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireline network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter "Network Manager(s)") for the construction and operation of a wireline system under a Sprint or Sprint Affiliate license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in***	CMRS **1.6 Scope of Obligations** **1.6.1 Notwithstanding anything to the contrary contained herein, AT&T-9STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-9STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the Sprint is operating and offering service to End Users identified to be residing in such ILEC Territory; and assets that AT&T-9STATE owns or leases and which are used in connection with AT&T-9STATE's provision to Sprint of any Interconnection Services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets".**

	the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&T-9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities. ***1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement.*** ***1.5.3 Upon Sprint's providing AT&T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.***	CLEC **1.6 Scope of Obligations** **1.6.1 Notwithstanding anything to the contrary contained herein, AT&T-9STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-9STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and assets that AT&T-9STATE owns or leases and which are used in connection with AT&T-9STATE's provision to CLEC of any Interconnection Services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").** **1.6.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-9STATE agrees to provide CLEC with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T-9STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-9STATE is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to CLEC in AT&T-9STATE's incumbent local Exchange Areas. AT&T-9STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-9STATE's incumbent local Exchange Areas. In addition, AT&T-9STATE is not obligated to provision 251(c)(3) UNEs or to provide access to (251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-9STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T-9STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.** **1.6.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T-9STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.6.2 above, and require only the provision of Section 251(c)(3) UNEs.**
I.C (1)	**"Third Party Traffic"** means traffic carried by ***a Party*** acting as a ***Transit Service provide*** that is originated and terminated by and between ***a Third Party and the other Party to this Agreement.*** ***"Transit Service" means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.***	Alternate Proposed Language **"Third Party Traffic"** means traffic carried by **AT&T-9 STATE** acting as a**n intermediary** that is originated and terminated by and between **Sprint and a Third Party Telecommunications Carrier** **"Transit Traffic Service" is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE for Transit Traffic between SPRINT and AT&T-9STATE, where SPRINT is directly interconnected with an AT&T-9STATE Tandem.**

	"Transit Service Traffic" is Authorized Services traffic that originates on one Telecommunications Carrier's network, "transits" the network Facilities of one or more other Telecommunications Carrier's network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier's network.	**"Transit Traffic" means traffic originating on Sprint's network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and/or transported by AT&T-9STATE and delivered to Sprint's network. Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, ISP-Bound Traffic destined to the End Users of a Third Party and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User is neither the originating nor the terminating party. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, or Wholesale Local Platform Service agreement(s) as applicable is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic may include EAS calls and ELCS calls but does not include traffic to or from IXCs** **"Transit Service Provider" means AT&T-9STATE when providing its Transit Traffic Service.**
I.C (con't) (2)(3)(4)(5)	***2.5.4(a) No Prohibitions. Nothing in this agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.*** 4 *Transit Service.* ***4.1 AT&T-9STATE shall provide the necessary transmission and routing of Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T -9STATE in the same LATA in which Sprint is Interconnected to AT&T -9STATE.*** ***4.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.***	Alternate Proposed Language **CMRS- Transit** **1.0 Introduction** **1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of AT&T-9STATE's Transit Traffic Service as a Transit Service Provider. AT&T-9STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-9STATE's End User. Transit Traffic Service allows Sprint ("SPRINT") to exchange SPRINT originated traffic with a Third Party Terminating Carrier to which SPRINT is not directly interconnected and receive traffic originated by a Third Party Originating Carrier.** **1.2 AT&T-9STATE offers this Transit Traffic Service to SPRINT where SPRINT is authorized to operate and deliver Telecommunications Traffic pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws.** **2.0 Definitions** **The definitions in this Transit Exhibit are for purposes of this Transit Exhibit only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Exhibit only.** **2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").**

		2.2 "ISP-Bound Traffic", means Telecommunications Traffic exchanged between SPRINT's End User and an Internet Service Provider ("ISP") served by a Third Party Terminating Carrier. 2.3 "IntraLATA InterMTA Traffic" means traffic exchanged between SPRINT's End Users and the End Users of a LEC Third Party Terminating Carrier which subtends an AT&T-9STATE Tandem, where: 1) the Transit Traffic originates in one Major Trading Area ("MTA"), but terminates in another MTA; and 2) where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must: 1) terminate to a Third Party Terminating Carrier's End User, and 2) not transit through an IXC or other intermediary. 2.4 "Section 251(b)(5) Traffic" means completed calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. Section 251(b)(5) Calls does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party's network. To determine whether traffic falls within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows: (a) For AT&T-9STATE, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling party at the beginning of the call or the called party at the terminating end of the call. (b) For SPRINT, the origination or termination point of a call shall be the cell site that serves, respectively, the calling or called party at the beginning of the call. 2.5 "Third Party Carrier" means a Telecommunications Carrier that is not a party to this Agreement. 2.6 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service provider (CMRS) or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-9STATE's network and is delivered to SPRINT. 2.7 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when SPRINT uses AT&T-9STATE's Transit Traffic Service (e.g., CLEC, ILEC, CMRS or OELEC). 2.8 "Transit Service Provider" means AT&T-9STATE when providing its Transit Traffic Service. 2.9 "Transit Traffic" means traffic originating on SPRINT's network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party Terminating Carrier, or traffic originating on a Third Party Originating Carrier's network that is switched and/or transported by AT&T-9STATE and delivered to SPRINT's network. Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, ISP-Bound Traffic destined to

		the End Users of a Third Party Terminating Carrier and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User is neither the originating nor the terminating party. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, or Wholesale Local Platform Service agreement(s) as applicable is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic does not include traffic to or from IXCs. 2.10 "Transit Traffic Service" is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE for Transit Traffic between SPRINT and AT&T-9STATE, where SPRINT is directly interconnected with an AT&T-9STATE Tandem. 2.11 "Switched Access Traffic" means an offering of access to AT&T-9STATE's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff. 3.0 Responsibilities of the Parties 3.1 AT&T-9STATE will provide SPRINT with AT&T-9STATE's Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-9STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists. 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on SPRINT's network. Transit Traffic Service rates do not apply to calls originating with or terminating to an AT&T-9STATE End User. 3.3 Transit Traffic Service rates apply to all Minutes-Of-Use ("MOUs") for which SPRINT sends Transit Traffic to a Third Party Terminating Carrier's network. SPRINT agrees to compensate AT&T-9STATE for the Transit Traffic Services provided by AT&T-9STATE, at the rates set forth in the attached Transit Traffic Service Pricing Exhibit, as applicable. 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party. 3.5 The rates that AT&T-9STATE shall charge SPRINT for Transit Traffic Services are set forth in the Transit Traffic Rate Application section, below and in the attached Transit Traffic Service Pricing Exhibit. 3.6 AT&T-9STATE - Transit Billing Requirements 3.6.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call

		records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record. 3.6.2 Subject to SPRINT providing all necessary information, AT&T-9STATE agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T-9STATE. AT&T-9STATE shall pass Electronic Message Interface (EMI) 1101 call records to SPRINT at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then SPRINT shall be responsible for all costs and charges incurred by AT&T-9STATE for Transit Traffic originated by SPRINT. 3.6.3 Information required from SPRINT participating in EMI billing with AT&T-9STATE includes, but is not limited to: (i) Regional Accounting Office code (RAO) (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T-9STATE will only render a bill to SPRINT. (iii) a unique Access Carrier Name Abbreviation (ACNA) (iv) Percent Interstate Usage (v) Percent Local Usage (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%) (vii) Billing Interconnection Percentage (viii) Screening Telephone Number (STN) for each interconnection trunk group from SPRINT's dedicated NXX that sub-tends an AT&T-9STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the SPRINT's AT&T-9STATE Type 2A trunk interconnection exists. 3.6.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T-9STATE and one hundred percent (100%) for SPRINT will be used, if SPRINT does not file with NECA to establish a BIP other than this default BIP. 3.6.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within AT&T-9STATE's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an AT&T-9STATE Tandem and has a Rate Center that sub-tends the same AT&T-9STATE Tandem. Tandem level interconnections with AT&T-9STATE are required, and SPRINT must deliver all Transit Traffic to AT&T-9STATE over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with

		a single rate center. Additionally, (i) if SPRINT has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-AT&T-9STATE SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing. 3.6.6 SPRINT will compensate AT&T-9STATE at the rate set forth in Transit Traffic Service Pricing Exhibit, attached hereto. 4. 0 SPRINT-Originated Transit Traffic 4.1 SPRINT has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-9STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-9STATE have any liability to SPRINT or any Third Party Carrier, if SPRINT fails to enter into such traffic compensation arrangements. In the event SPRINT originates Transit Traffic that transits AT&T-9STATE's network to reach a Third Party Terminating Carrier with whom SPRINT does not have a traffic compensation arrangement, then SPRINT will indemnify, defend and hold harmless AT&T-9STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-9STATE. The Third Party Terminating Carrier and AT&T-9STATE will bill their respective charges directly to SPRINT. AT&T-9STATE will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-9STATE be required to pay any termination charges to the Third Party Terminating Carrier. 4.2 In the event SPRINT originates Transit Traffic destined for a Third Party Terminating Carrier with which SPRINT does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-9STATE to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-9STATE has delivered, SPRINT will indemnify AT&T-9STATE for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-9STATE agrees to allow SPRINT to participate as a party. 4.3 SPRINT will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-9STATE's network. SPRINT shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-9STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then SPRINT agrees to cooperate to investigate and take corrective action. If SPRINT is sending CPN to AT&T-9STATE, but AT&T-9STATE is not properly receiving the information, then SPRINT will work cooperatively with AT&T-9STATE to correct the problem. If AT&T-9STATE does not receive CPN from SPRINT, then AT&T-9STATE cannot forward any CPN, and SPRINT will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-9STATE's network to have CPN. 4.4 SPRINT, as a Telecommunications Carrier originating traffic, has the sole responsibility for

		providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers. 5.0 SPRINT-Terminated Transit Traffic 5.1 SPRINT shall not charge AT&T-9STATE when AT&T-9STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to SPRINT. 5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of SPRINT from AT&T-9STATE, serving as the Transit Service Provider. Where AT&T-9STATE is providing Transit Traffic Service to SPRINT, AT&T-9STATE will pass the CPN to SPRINT, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-9STATE cannot forward the CPN; therefore, SPRINT will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising from or related to the lack of CPN. If AT&T-9STATE or SPRINT identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, SPRINT agrees to cooperate with AT&T-9STATE and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-9STATE or SPRINT is not properly receiving the information, then SPRINT will work cooperatively with AT&T-9STATE and the Third Party Originating Carrier to correct the problem. 5.3 SPRINT agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-9STATE, as the Transit Service Provider, will not be obligated to pay SPRINT for Transit Traffic or be considered as the default originator of the Transit Traffic. 6.0 Transit Traffic Routing/Trunk Groups 6.1 In each LATA in which SPRINT has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-9STATE, SPRINT shall trunk from each of its MSCs to all AT&T-9STATE Tandems in such LATA; or, in the event SPRINT has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-9STATE, then SPRINT shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-9STATE Tandems in such LATA. 6.2 SPRINT shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-9STATE Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch. 6.3 Transit Traffic not routed to the appropriate AT&T-9STATE Tandem by SPRINT shall be considered misrouted. Transit Traffic routed by SPRINT at or through any AT&T-9STATE End Office Switch shall be considered misrouted. 6.4 Upon written notification from AT&T-9STATE of misrouting of Transit Traffic by SPRINT as identified above, SPRINT will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.

		6.5 AT&T-9STATE Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to SPRINT's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic. 7.0 Direct Trunking Requirements 7.1 When SPRINT Transit Traffic is routed through AT&T-9STATE's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-9STATE written request, SPRINT shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-9STATE's request. SPRINT shall route Transit Traffic via AT&T-9STATE's Tandem Office Switches, and not through any AT&T-9STATE End Offices. Once a Trunk Group has been established, SPRINT agrees to cease routing Transit Traffic through the AT&T-9STATE Tandem to the Third Party Terminating Carrier, unless AT&T-9STATE and SPRINT mutually agree otherwise. 8.0 Transit Traffic Rate Application 8.1 Unless otherwise specified below or in the Transit Traffic Service Pricing Exhibit, Transit Traffic Services rates apply to all Minutes-of-Use ("MOU" or "MOUs"), when SPRINT sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-9STATE's Tandem Office Switch, where an AT&T-9STATE End User is neither the originating nor the terminating party. SPRINT agrees to compensate AT&T-9STATE, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Pricing Exhibit. 8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit attached hereto): 8.1.1.1 AT&T-9STATE Intermediary Charge - charge for Transit Service on a per MOU basis CLEC -Transit 1.0 Introduction 1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of AT&T-9STATE's Transit Traffic Service when AT&T-9STATE is acting as a Transit Service Provider. AT&T-9STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with (or terminate to) AT&T-9STATE's End User. Transit Traffic Service allows Sprint to exchange CLEC originated traffic with a Third Party Terminating Carrier to which it is not directly Interconnected and receive traffic originated by a Third Party Originating Carrier utilizing AT&T-9STATE's Transit Traffic Service.

	CLEC Only Disputed *"Mobile Switch Center (MSC)" means/refers to an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs.*	1.2 AT&T-9STATE offers this Transit Traffic Service Exhibit to Interconnected Competitive Local Exchange Carriers ("Competitive LECs") or to interconnected Out of Exchange Local Exchange Carriers (OELECs) (i.e., carriers that interconnect with AT&T-9STATE's network but operate and/or provide Telecommunications Services outside of AT&T-9STATE's incumbent local exchange area). 2.0 Definitions The definitions in this Transit Exhibit are for purposes of this Transit Exhibit only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Exhibit only. 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN"). 2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch. 2.3 "End Office" or "End Office Switch" is an AT&T-9STATE switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services. 2.4 "Exchange Service" means Telephone Exchange Service as defined in the Telecommunications Act of 1996. 2.5 "ISP-Bound Traffic", for the purposes of this Transit Traffic Service Exhibit is defined as Telecommunications Traffic exchanged between CLEC's End User and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier. 2.6 "IntraLATA Toll Traffic" is defined as traffic exchanged between CLEC's End Users and the end users of a Third Party Terminating Carrier which subtends an AT&T-9STATE Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Exhibit, traffic between CLEC's End Users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the AT&T-9STATE local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic. 2.7 "Loss" or "Losses" means any and all losses, costs (including court costs), claims,

			damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
		2.8	"Section 251(b)(5) Traffic" means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC's End Users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
		2.9	"Section 251(b)(5)/IntraLATA Toll Traffic" for the purposes of this Exhibit means, (I) Section 251(b)(5) Traffic, and/or (ii) ISP-bound Traffic, and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
		2.10	"Tandem" or "Tandem Switch" is an AT&T-9STATE switch used to connect Trunks between and among other Central Office Switches.
		2.11	"Third Party Trunk Group" (AT&T SOUTHEAST REGION 9-STATE) is a trunk group between CLEC and AT&T SOUTHEAST REGION 9-STATE's Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T SOUTHEAST REGION 9-STATE End User. All such traffic is collectively referred to as Third Party Traffic.
		2.12	"Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive LEC, Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-9STATE's network and is delivered to CLEC.
		2.13	"Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC uses AT&T-9STATE's Transit Traffic Service (e.g., Competitive LEC, ILEC, CMRS provider or OELEC).
		2.14	"Transit Service Provider" means AT&T-9STATE when providing its Transit Traffic Service.

		2.15 "Transit Traffic" means traffic originating on CLEC's network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and/or transported by AT&T-9STATE and delivered to CLEC's network. A call that is originated or terminated by a Competitive LEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELCS calls but does not include traffic to/from IXCs. 2.16 "Transit Traffic Service" is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE to CLEC where CLEC is directly interconnected with an AT&T-9STATE Tandem. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Exhibit, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic within the same LATA, ISP-Bound Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User Is neither the originating nor the terminating Party. 2.17 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CLEC's network with AT&T-9STATE's network for the purpose of interconnection pursuant to the Act. 3.0 ResponsIbilities of the Parties3.1 AT&T-9STATE will provide CLEC with AT&T-9STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-9STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists. 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-9STATE End User. 3.3 Transit Traffic Service rates apply to all minutes of use (MOUs) when CLEC sends Transit Traffic to a Third Party TermInating Carrier's network. CLEC agrees to compensate AT&T-9STATE for the Transit Traffic Service provided at the rates set forth in the attached Transit Traffic Service Pricing Exhibit. 4.0 CLEC Originated Traffic 4.1 CLEC has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-9STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such traffic compensation arrangements. In the event CLEC originates traffic that transits AT&T-9STATE's network to reach a Third Party Terminating Carrier with which

		CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-9STATE will bill their respective charges directly to CLEC. AT&T-9STATE will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will AT&T-9STATE be required to pay any termination charges to the Third Party Terminating Carrier. 4.2 In the event CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-9STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-9STATE has delivered, CLEC will indemnify AT&T-9STATE for any and all charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-9STATE agrees to allow CLEC to participate as a Party. 4.3 CLEC will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-9STATE's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-9STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CLEC agrees to cooperate to investigate and take corrective action. If CLEC is passing CPN but AT&T-9STATE is not properly receiving information, CLEC will work cooperatively to correct the problem. If the CPN is not received from the CLEC, AT&T-9STATE can not forward the CPN and CLEC will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-9STATE's network to have CPN. 4.4 CLEC, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information *to identify transiting traffic to Third Party Terminating Carriers.* 5.0 CLEC Terminated Traffic 5.1 CLEC shall not charge AT&T-9STATE when AT&T-9STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC. 5.2 When AT&T-9STATE, operating as a Transit Service Provider, routes Transit Traffic to CLEC from a Third Party Originating Carrier, AT&T-9STATE agrees to pass the originating CPN information to CLEC as provided by the Third Party Originating Carrier. 5.3 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CLEC from AT&T-9STATE serving as the Transit Service Provider. Where AT&T-9STATE is providing a Transit Traffic Service, AT&T-9STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-9STATE can not forward the CPN; therefore, CLEC will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses. If AT&T-

		9STATE or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CLEC agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-9STATE or CLEC is not properly receiving information, CLEC will work cooperatively to correct the problem. 5.4 CLEC agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-9STATE, as the Transit Service Provider will not be obligated to pay for Transit Traffic or be considered as *the default originator.* 6.0 Transit Traffic Trunk Groups 6.1 AT&T SOUTHEAST REGION 9-STATE – Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's interconnection Agreement(s) for Transit Trunk Groups or Third Party Trunk Groups will be utilized for the routing of Transit Traffic. 6.2 Transit Traffic not routed to the appropriate AT&T-9STATE Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T-9STATE End Office Switch shall be considered misrouted. 6.3 Upon written notification from AT&T-9STATE of misrouting of Transit Traffic by CLEC as identified above, CLEC will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than 60 calendar days) after receipt of notification of such misrouting. 7.0 Direct Trunking Requirements 7. 1 When Transit Traffic from CLEC routed through the AT&T-9STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier, requires twenty-four (24) or more trunks, upon AT&T-9STATE written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CLEC shall route Transit Traffic via AT&T-9STATE's Tandem switches, and not through any AT&T-9STATE End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-9STATE Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise. 8.0 Transit Traffic Rate Application 8.1 Unless otherwise specified, Transit Traffic Services rates apply to all MOUs when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-9STATE's tandem switch where an AT&T-9STATE End User is neither the originating nor the terminating Party. CLEC agrees to compensate AT&T-9STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.

		8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit, attached hereto): 8.1.1.1 AT&T SOUTHEAST REGION 9-STATE Tandem Intermediary Charge (TIC) - charge for Transit Service on a per MOU basis 8.2 AT&T SOUTHEAST REGION 9-STATE Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T SOUTHEAST REGION 9-STATE shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic. 8.3 AT&T SOUTHEAST REGION 9-STATE CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T 9-STATE as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.
I.C (con't) (6)	*2.5.4 (d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T-9STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T-9STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T-9STATE.* *4.2 Upon Sprint providing AT&T-9STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T-9STATE will provide Sprint sixty (60) days notice if AT&T-9STATE desires to use such service.*	**CMRS** 2.3.2.3. Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T-9STATE to a facilities-based Competitive Local Exchange Carrier ("CLEC"), or an incumbent Local Exchange Carrier ("ILEC"), or an Out-of-Exchange Local Exchange Carrier ("OELEC") or another CMRS provider other than Sprint, i.e., the final destination of land-to-mobile traffic delivered from AT&T-9STATE is Sprint's End-Users, and Sprint PCS may not forward any such traffic to any Third-Party. 2.3.2.4 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T-9STATE, i.e., mobile-to-land traffic delivered from Sprint PCS to AT&T-9STATE must be from Sprint PCS's End-Users and may not be from any other Third Party. For the avoidance of doubt, traffic from another Telecommunication Carrier's End-Users does not constitute Authorized Services traffic.
II.A.	***"Interconnection Facilities"*** means those Facilities that are used to deliver ***Authorized Services traffic*** between a given Sprint Central Office Switch, or such Sprint Central Office Switch's point of presence in an MTA or LATA, as applicable, and either a) a POI on the **AT&T-9STATE** network to which such Sprint Central Office Switch is interconnected ***or, b) In the case of Sprint-originated Transit Services Traffic, the POI at which AT&T-9STATE hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T-9STATE.***	**"Entrance Facilities"** means those Facilities that are used to deliver **Section 251(b)(5), ISP-Bound and IntraLATA Toll Traffic** between a given Sprint Central Office Switch, or such Sprint Central Office Switch's point of presence in an MTA or LATA, as applicable, and a POI on the **AT&T-9STATE** network to which such Sprint's Central Office Switch is to be interconnected. "**Interconnection Facilities**" means those Facilities that **provide the link between Sprint's network and AT&T-9STATE's network for the mutual exchange of traffic and shall not include transport facilities.**

	2.2 Methods of Interconnection. Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of ***Interconnection Facilities by one Party from the other Party, or by one Party*** from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. **FOR CMRS ONLY]** In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in **AT&T-9STATE**'s General Subscriber Services Tariff, Section A35, which shall be provided by **AT&T-9STATE**'s at the rates, terms and conditions set forth in this Agreement.	2.2 Methods of Interconnection. Sprint may request, and **AT&T-9STATE** will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of **Entrance Facilities by Sprint from AT&T-9STATE, self provisioned by Sprint or purchased by Sprint** from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. **[FOR CMRS ONLY]** In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in **AT&T-9STATE**'s General Subscriber Services Tariff, Section A35, which shall be provided by **AT&T-9STATE**'s at the rates, terms and conditions set forth in this Agreement.
ii.B.	**2.5.4 Use of Interconnection Facilities.** ***(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&T-9STATE over such Sprint entity's combined trunk group.***	
ii.D	**CMRS**	**CMRS**

	2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one **AT&T-9STATE** Tandems within each LATA that Sprint provides service. Notwithstanding the foregoing, Sprint may elect to interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network. *CLEC* ***2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T-9STATE Tandems within each LATA that Sprint provides service. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.***	2.3.2 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one **AT&T-9STATE** Tandem- within each LATA that Sprint provides service. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network. **When Sprint has established a Single POI (or multiple POIs) in a LATA, Sprint agrees to establish additional points of interconnection at an AT&T-9STATE Tandem Serving Area (TSA) separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-9STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.** **CLEC** **2.6 Points of Interconnection** **2.6.1 A minimum of one Point of Interconnection shall be established in each LATA in which Sprint originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with AT&T-9STATE. The location of the initial Point of Interconnection shall be established by mutual agreement of AT&T-9STATE and Sprint. In selecting the initial Point of Interconnection, both AT&T-9STATE and Sprint will act in good faith and select the point that is most efficient for both AT&T-9STATE and Sprint. Sprint and AT&T-9STATE shall each be responsible for engineering and maintaining the network on its side of the Point of Interconnection. Establishment of an initial Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available and other factors unique to the area.** **CLEC – DEOT** **2.6.3 When Sprint has established a Single POI (or multiple POIs) in a LATA, Sprint agrees to establish additional points of interconnection at an AT&T-9STATE Tandem Serving Area (TSA) separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T 9STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or at an AT&T-9STATE End Office in a local calling area not served by an AT&T-9STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.** **2.6.3.1 Upon written notification from AT&T-9STATE or Sprint requesting the establishment of an additional point of interconnection, the additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.** **2.6.2 Responsibilities of the Parties** **2.6.2.1 Sprint shall provide all applicable network information on forms acceptable to AT&T-9STATE (as set forth in AT&T-9STATE CLEC Handbook, published on the AT&T-9STATE CLEC Online website).** **2.6.2.2 Upon receipt of Sprint's Notice to interconnect, the Parties shall schedule a meeting to**

		document the network architecture (including trunking). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. 2.6.2.3 Either Party may add or remove switches. The Parties shall provide 120 calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection. 2.6.2.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI. 2.6.4 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process described above will be followed for all physical architecture plan changes. 2.6.5 Sprint is solely responsible, including financially, for the facilities that carry OS/DA, E911, mass Calling and Third Party Trunk Groups.
II.F.	CLEC Only *2.5 Interconnection Facilities.* *2.5.1 Directionality and Conformance Standards. Interconnection Facilities/Trunking will be established as two-way Facilities/Trunking except a) where it is not Technically Feasible for AT&T-9STATE to provide the requested Facilities as two-way Facilities /Trunking, or b) where Sprint requests the use of one-way Facilities/Trunking.* CLEC & CMRS *2.5.2 Trunk Groups. The Parties will establish trunk groups from the Interconnection Facilities such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T-9STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.*	CLEC 2.8 Interconnection Trunking 2.8.1 AT&T-9STATE and Sprint will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices. 2.8.1.1 Sprint shall issue ASRs for two-way Trunk Groups and for one-way Trunk Groups originating at Sprint's switch. AT&T-9STATE shall issue ASRs for one-way Trunk Groups originating at the AT&T-9STATE switch. 2.8.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In, and E911) and Third Party Trunk Groups can be established between Sprint's switch and the appropriate AT&T-9STATE Tandem Switch as further provided in this Section 2.8.2 Any Sprint request that requires special AT&T-9STATE translations and other network modifications will require Sprint to submit a Bona Fide Request via the Bona Fide Request Process set forth in the General Terms and Conditions. 2.8.3 All Trunk Groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used. AT&T-9STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Sprint employing MF signaling. 2.8.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that

		its Trunk Groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC transmission must be specified by Sprint on the order. 2.8.5 The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed. 2.8.6 One-way and Two-way Interconnection Trunking 2.8.6.1 One-Way Interconnection Trunking 2.8.6.1.1 One-way interconnection trunking for Section 251(b)(5) and IntraLATA Toll Traffic may be established by Sprint from its End Office or switch to deliver such traffic to each AT&T-9STATE Access Tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These Trunk Groups shall be one-way except where two-way Trunks have been mutually agreed and will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which Sprint is not interconnected. To utilize MTA, Sprint must establish Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in below. 2.8.6.1.2 The establishment of one-way Interconnection trunking to a Party's End Office provides for the delivery of the originating Party's Section 251(b)(5) and IntraLATA Toll Traffic to the terminating Party's End Users served by such End Office. 2.8.6.1.3 Sprint's establishment of one-way Interconnection trunking to a AT&T-9STATE local Tandem provides for the delivery of its originated Section 251(b)(5)Traffic to the AT&T-9STATE End Users served by AT&T-9STATE End Offices subtending such AT&T-9STATE local Tandem or other AT&T-9STATE local Tandems within the same local calling area according to the provisions in the local Tandem Interconnection trunking section of this Attachment. 2.8.6.1.4 Unless multiple Tandem access is ordered, Sprint establishment of one-way Interconnection Trunks at AT&T-9STATE Access Tandems provides intratandem delivery of Sprint originating Section 251 (b)(5) and IntraLATA Toll Traffic to theAT&T-9STATE End Users served by such AT&T-9STATE Access Tandem. 2.8.6.1.5 One-way Interconnection trunking - When one-way Interconnection trunking is utilized, the ordering Party is responsible for the ordering, ordering charges and associated costs of such trunking used to deliver 251(b)(5), ISP Bound and IntraLATA toll traffic originated by its respective End User customers to the terminating Party. 2.8.6.2 Two-Way Interconnection Trunking (may be established and used upon mutual consent of the

		Parties). 2.8.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Section 251 (b)(5) and IntraLATA Toll Traffic between Sprint's End Office or switch and AT&T-9STATE's Access Tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These Trunk Groups will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use MTA to route traffic to End Users through those Tandems within the LATA to which Sprint is not interconnected. To utilize MTA, Sprint must establish Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section XXX below. Two-way Interconnection trunking may also be used to transport Section 251 (b)(5) Traffic between Sprint's End Office or switch and AT&T-9STATE's local Tandem. Upon determination that two-way Interconnection trunking will be used, Sprint shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of Trunks and provisioning shall be jointly coordinated. 2.8.6.2.1.1 AT&T-9STATE will provide two-way Interconnection trunking upon Sprint's request. Once two-way Interconnection trunking is established, AT&T-9STATE must use such two-way trunking for AT&T-9STATE-originated traffic. 2.8.6.2.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment. 2.8.6.2.2 The establishment of two-way Interconnection trunks between the Parties' End Offices provides for the receipt and delivery of the Parties' Section 251 (b)(5) and IntraLATA Toll Traffic between the Parties' End Users served by such End Offices. 2.8.6.2.3 The Parties' establishment of two-way Interconnection trunking to a AT&T-9STATE local Tandem provides for the receipt and delivery of the Parties Section 251 (b)(5) Traffic between the Parties' End Users served by such End Offices. 2.8.6.2.4 The Parties establishment of two-way Interconnection Trunks between a Sprint End Office and a AT&T-9STATE Access Tandem provides intra-tandem delivery of Sprint's originating Section 251(b)(5) and IntraLATA Toll Traffic from Sprint End Users served by such Sprint End Office to the AT&T-9STATE End Users served by such AT&T-9STATE Access Tandem. 2.8.6.2.4.1 Furthermore, such two-way Interconnection Trunks between a AT&T-9STATE Access Tandem and a Sprint End Office allows AT&T-9STATE to deliver AT&T-9STATE originated Section 251 (b)(5) and IntraLATA Toll Traffic from AT&T-9STATE End Users to the Sprint End Users served by

		such Sprint End Office. 2.8.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. 2.8.7 Toll Free Traffic 2.8.7.1 If Sprint chooses AT&T-9STATE to handle Toll Free database queries from its switches, all Sprint originating Toll Free traffic will be routed over the Third Party Trunk Groups. 2.8.7.2 All originating Toll Free Service (Toll Free) calls for which Sprint requests that AT&T-9STATE perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls. 2.8.7.3 Sprint may handle its own Toll Free database queries from its own switch. If so, Sprint will determine the nature (Section 251 (b)(5) Traffic/Intra-LATA or IXC-carried) of the Toll Free call based on the response from the database. If the query determines that the call is a AT&T-9STATE Section 251 (b)(5) or IntraLATA Toll Free number, Sprint will route the post-query Section 251 (b)(5) or IntraLATA converted ten-digit local number to AT&T-9STATE over the Section 251 (b)(5) Traffic or Intra-LATA Trunk Group and shall provide an 800/(8YY) billing Record to AT&T-9STATE. If the query determines that the call is an IXC-carried 800/(8YY) number, Sprint shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Third Party Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T-9STATE's Access or local/Access Tandem Switch. Calls will be routed to AT&T-9STATE over the appropriate Trunk Group as defined above, within the LATA in which the calls originate. 2.8.7.4 All post-query Toll Free Service (Toll Free) calls for which Sprint performs the SSP function, if delivered to AT&T-9STATE, shall be delivered using GR-394 format over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by Sprint using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem. 2.8.8 Access Tandem Interconnection Trunking 2.8.8.1 When Tandem Trunks are deployed, Sprint shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective AT&T-9STATE Tandems on the Trunk Groups defined herein. The LERG should be referenced for current routing and Tandem serving arrangements. Likewise, AT&T-9STATE shall route appropriate traffic to Sprint switches based on the Tandem serving arrangements referenced in the LERG. 2.8.9 Local Tandem Interconnection Trunking 2.8.9.1 This Interconnection arrangement allows Sprint to establish Interconnection trunking at AT&T-

		9STATE local Tandems for the delivery of Sprint-originated Section 251 (b)(5)Traffic transported and terminated by AT&T-9STATE to AT&T-9STATE End Offices within the local calling area as defined in AT&T-9STATE's General Subscriber Services Tariff ("GSST"), section A3 served by those AT&T-9STATE local Tandems. 2.8.9.2 When a specified local calling area is served by more than one AT&T-9STATE local Tandem, Sprint must designate a "home" local Tandem for each of its assigned NPA/NXXs and establish Interconnection trunking to such local Tandems. Additionally, Sprint may choose to establish Interconnection trunking at the AT&T-9STATE local Tandems where it has no codes homing but is not required to do so. Sprint may deliver Section 251(b)(5) Traffic to a "home" AT&T-9STATE local Tandem that is destined for other AT&T-9STATE or Third Party network provider End Offices served by other AT&T-9STATE local tandems in the same local calling area where Sprint does not choose to establish Interconnection trunking. It is Sprint's responsibility to enter its own NPA/NXX local Tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other Third Party network providers to determine appropriate traffic routing to Sprint's codes. Likewise, Sprint shall obtain its routing information from the LERG. 2.8.9.3 Notwithstanding establishing Interconnection trunking to AT&T-9STATE's local Tandems, Sprint must also establish Interconnection trunking to AT&T-9STATE Access Tandems within the LATA on which Sprint has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to connections located at the Access Tandems.. Toll traffic routed to the local Tandem in error will not be backhauled to the AT&T-9STATE Access Tandem for completion. 2.8.11 Other Interconnection Trunk Groups 2.8.11.1 Third Party Trunk Groups shall be two-way Trunks and must be ordered by Sprint to deliver and receive traffic that neither originates with nor terminates to an AT&T-9STATE End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from Sprint End Users and IXCs. . Establishing Third Party Trunk Groups at Access and local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. Sprint shall be responsible for all recurring and nonrecurring charges associated with the traffic transported over these Third Party Trunk Groups. CLEC Only "Local Only Trunk Groups" are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
ii.G.	*2.5.3 (f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T-9STATE. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T-9STATE End Office*	CMRS – DEOT 2.3.2 ... The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T-9STATE's End Office Switch is not served by an AT&T-9STATE Tandem Office Switch. If the Direct End Office Trunk (DEOT) is designed to overflow, the traffic will be

	switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T-9STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T-9STATE, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T-9STATE Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T-9STATE will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.	alternately routed to the appropriate AT&T-9STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route. ... CLEC 2.8.10 Direct End Office Interconnection Trunking (DEOT) 2.8.10.1 Direct End Office Trunks transport traffic between a Sprint switch and a AT&T-9STATE End Office and are not switched at a Tandem location. When actual or projected End Office Traffic requires twenty-four (24) or more Trunks Sprint shall establish a one-way DEOT in AT&T-9STATE (except where the Parties have agreed to use two-way Trunks.) Once such Trunks are provisioned, traffic from Sprint to AT&T-9STATE must be redirected to route first to the DEOT with overflow from either end of the direct End Office Trunk Group alternate routed to the appropriate AT&T-9STATE Tandem that switches traffic. If an AT&T-9STATE End Office does not subtend an AT&T-9STATE Tandem that switches traffic, a direct final DEOT will be established by Sprint and there will be no overflow of traffic. The overflow will be based on the homing arrangements displayed in the LERG. 2.8.10.2 All traffic received by AT&T-9STATE on a direct End Office Trunk Group from Sprint must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, Interconnection at that remote End Office is available where technically feasible. The number of digits to be received by the AT&T-9STATE End Office shall be mutually agreed upon by the Parties. 2.8.10.3 If an AT&T-9STATE Tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Sprint and AT&T-9STATE subscribers. 2.8.10.4 When End Office trunking is ordered by AT&T-9STATE to deliver AT&T-9STATE originated traffic to Sprint, AT&T-9STATE will provide overflow routing through AT&T-9STATE Tandems consistent with how AT&T-9STATE overflows its traffic. The overflow will be based on the homing arrangements Sprint displays in the LERG. Likewise, if Sprint interconnects to a AT&T-9STATE End Office for delivery of Sprint originated traffic, Sprint may overflow the traffic through the AT&T-9STATE Tandems based on the AT&T-9STATE homing arrangements shown in the LERG. 2.8.10.5 Furthermore, each Party as an originating Party shall establish direct End Office trunking to the terminating Party's End Office (which may have a Tandem routed overflow) if the traffic destined for that End Office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.

II.H.	**CMRS and CLEC – Mass Calling** ***3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume calling (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.***	**CMRS – Mass Calling** **2.9.12.2 Mass Calling, i.e., High Volume Call In network architecture. Trunk Group AT&T-9STATE ("Mass Calling"):** **2.9.12.2.1 A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.** **2.9.12.3 Mass Calling Trunk Groups (Table 1) shall be sized as follows:** **Table 1** **Number of End Users** / **Number of Mass Calling Trunks** **0 – 10,000** / **2** **10,001 – 20,000** / **3** **20,001 – 30,000** / **4** **30,001 – 40,000** / **5** **40,001 – 50,000** / **6** **50,001 – 60,000** / **7** **60,001 – 75,000** / **8** **75,000 +** / **9 maximum** **If Sprint PCS should acquire a Mass Calling End User, e.g., a radio station, Sprint PCS shall notify AT&T-9STATE at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T-9STATE Mass Calling serving office to the Sprint PCS End User's serving office. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.** **2.9.12.4 If Sprint PCS finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint PCS may request a meeting to coordinate with AT&T-9STATE the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint PCS establishes a new Mass Calling NXX, Sprint PCS must notify AT&T-9STATE a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T-9STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T-9STATE Public Response Mass Calling Network**

Access Tandem to Sprint PCS's Mass Calling serving office.

CLEC – Mass Calling

3.4 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group

3.4.1 Sprint shall establish a dedicated Trunk Group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize MF As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection Trunk Groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.4.1.1 Upon demonstration that the Sprint switch is unable to utilize MF signaling, the Sprint may utilize SS7 signaling for its HVCI/Mass Calling Trunk Group

3.4.1.2 The HVCI trunk group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

	CMRS and CLEC - Signaling *3.5 Signaling. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and AT&T-9STATE and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.*	3.4.3 If Sprint should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint shall notify AT&T-9STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-9STATE HVCI/Mass Calling Serving Office to Sprint's End User's serving office Sprint will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group. 3.4.4 If Sprint finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Sprint may request a meeting to coordinate with AT&T-9STATE the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the Sprint establishes a new choke NXX, Sprint must notify AT&T-9STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-9STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-9STATE Public Response HVCI/Mass Calling Network Access Tandem to Sprint's choke serving office. 3.4.5 Where AT&T-9STATE and Sprint both provide HVCI/Mass Calling trunking, both Parties' Trunks may ride the same DS-1. MF and SS7 Trunk Groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used. CMRS Signaling 2.3.2.b Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. AT&T-9STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, AT&T-9STATE and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when Technically Feasible. CLEC Signaling 3.6 Interconnection Technical Standards. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each Interconnection point. AT&T-9STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. AT&T-9STATE Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible. 3.7 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic

	Sprint relies upon its forecasting language, which has been accepted by the parties for CLEC only, but Sprint does not agree upon the additional Trunk Servicing language proposed by AT&T for the CLEC ICA.	number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and **each Party will** cooperate **with each other** on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. **Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.** **3.7.1 Sprint shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-9STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.** **3.7.2 Signaling Call Information. AT&T-9STATE and Sprint will send and receive 10digits for Section 251(b)(5)Traffic. Additionally, AT&T-9STATE and Sprint will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.** **CLEC – Trunk Servicing** **3.10 Trunk Servicing** **3.10.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an ASR. Sprint will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter Trunk sizing without first conferring the other Party.** **3.10.2 Both Parties will jointly manage the capacity of Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.** **3.10.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service** **3.10.3.1 In A Blocking Situation (Over-utilization)**

		3.10.3.1.1 In a blocking situation, Sprint is responsible for issuing ASRs on all two-way Local Only, Interconnection, Third Party Trunk Groups and one-way Sprint originating Local Only and/or Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of Trunk Group data. If an ASR is not issued, AT&T-9STATE will issue a TGSR. Sprint will issue an ASR within three (3) business days after receipt and review of the TGSR. Sprint will note "Service Affecting" on the ASR. 3.10.3.1.2 In a blocking situation, AT&T-9STATE is responsible for issuing ASRs on one-way AT&T-9STATE originating Local Only and/or Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of Trunk Group data. If an ASR is not issued, Sprint will issue a TGSR. AT&T-9STATE will issue an ASR within three (3) business days after receipt and review of the TGSR. 3.10.3.1.3 If an alternate final Local Only Trunk Group or Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to Sprint for the final Trunk Group and all subtending high usage Trunk Groups that are contributing any amount of overflow to the alternate final route. 3.10.3.1.4 If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC. 3.10.3.2 Underutilization 3.10.3.2.1 Underutilization of Local Only Trunk Groups, Interconnection Trunk Groups and Third Party Trunk Groups exist when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner: 3.10.3.2.1.1 If a Local Only Trunk Group, Interconnection Trunk Group, Third Party Trunk Group is under eighty percent (80%) for AT&T-9STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Interconnection Trunk Group, Third Party Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T-9STATE. In all cases, grade of service objectives shall be maintained. 3.10.3.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Interconnection Trunk Groups, Third Party Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. 3.10.3.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

		3.10.3.1.4 If AT&T-9STATE does not receive an ASR, or if Sprint does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-9STATE will attempt to contact Sprint to schedule a joint planning discussion. If Sprint will not agree to meet within an additional five (5) business days and present adequate reason for keeping Trunks operational, AT&T-9STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Interconnection Trunk Groups or Third Party Trunk Groups. 3.10.4 The Parties will process Trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-9STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before Trunk orders can be completed. 3.10.5 Unless in response to a blocking situation or for a project, when either Party orders Interconnection Trunk Group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within three (3) business days from receipt of a valid error free ASR. A project is defined a new Trunk Group or the request of 96 or more Trunks on a single or multiple Trunk Group(s) in a given local calling area. Blocking situations and projects shall be managed through the AT&T-9STATE Interconnection Trunking Project Management group and Sprint's equivalent trunking group. 3.10.6 Each Party agrees to service Trunk Groups to the foregoing blocking criteria in a timely manner when Trunk Groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. 3.10.7 Projects: 3.10.7.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-9STATE and Sprint work groups, including but not limited to the initial establishment of Local Only, Interconnection or Third Party Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements. 3.10.7.1.1 Orders that comprise a project, i.e. greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

	CMRS Only *3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-9STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T-9STATE will share any network plans or changes with Sprint that would impact the submitted forecast.*	3.10.7.2 Projects -Tandem Rehomes/Switch Conversion/Major Network Projects: 3.10.7.2.1 AT&T-9STATE will advise Sprint of all projects significantly affecting Sprint trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T-9STATE may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Sprint Trunk Group and will specify the required Sprint ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-9STATE ceasing to deliver traffic until the ASR(s) are received and processed. **CMRS Only** 4.1 Wireless Network Design and Management 4.1Trunk Forecasting: Sprint PCS agrees to provide Trunk forecasts to AT&T-9STATE to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities. Sprint PCS will provide a Trunk forecast to AT&T-9STATE prior to initial implementation, and Sprint PCS will provide subsequent forecasts to AT&T-9STATE upon request by AT&T-9STATE, as often as twice per year. The forecasts shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA Trunks, End Office Local Interconnection Trunks, and Tandem subtending Local Interconnection end office equivalent Trunk requirements) for a minimum of three years, i.e., the current year and the following two years. Sprint PCS will provide revised Trunk forecasts to AT&T-9STATE whenever there is a difference of 25% or more in trunking demand than reflected in previously submitted forecasts. Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the "from" and "to" Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100. The Parties agree to review with each other the submitted forecasts.

III. A.	**CMRS and CLEC** ***6. Authorized Services Traffic Per Minute Usage.*** ***6.1 Classification of Authorized Services Traffic Usage.*** **[If only two billable categories are deemed necessary:]** ***CMRS*** ***6.1.1 Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Service Terminated Traffic (which will include IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.*** **CLEC** ***6.1.1 Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services Terminated Traffic (which will include Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.*** **[If more than two billable categories are deemed necessary:]** ***CMRS*** ***6.1.1 Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.*** ***CLEC*** ***6.1.1Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.*** ***6.2 Authorized Services Traffic Usage Rates.*** ***6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.*** ***6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:*** **[If only two billable categories are deemed necessary:]** ***- Terminated Traffic Rate*** ***- Transit Service Rate*** **[If more than two billable categories are deemed necessary:]** ***- IntraMTA Rate*** ***- Land-to-Mobile InterMTA Rate*** ***- Telephone Exchange Service Rate***	**CLEC** AT&T's proposed CLEC classifications are reflected in contract language set forth for Issues III.A.1 (3), III.A.2, III.A.4 (2), III.A.4 (3), III.A.5, III.A.6 (1) and III.A.6 (2). **CMRS** **6. Interconnection Compensation** **6.1 Classification Of Traffic:** **6.1.1 Telecommunications traffic exchanged between AT&T-9STATE and Sprint PCS pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.** **6.1.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. §64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.** 6.3.1 **Each Party will record its terminating minutes of use for all calls from the other Party.** Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. **Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.**

	- Telephone Toll Service Rate ***- Information Services Rate*** ***- Interconnected VoIP Rate- N/A*** ***- Transit Service Rate*** ***6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T-9STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:*** ***a) The Rate contained in the Pricing Schedule attached hereto;*** ***b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;*** ***c) The Rate AT&T-9STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,*** ***d) The Rate established by the Commission based upon an approved AT&T-9STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.*** ***6.2.3 Reduced AT&T-9STATE Rate(s) True-Up. Where the lowest AT&T-9STATE Rate is established by the Commission in the context of the review and approval of an AT&T-9STATE cost-study, or was provided by AT&T-9STATE to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T-9STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T-9STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T-9STATE implements billing the reduced Rate to Sprint.*** ***6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.*** ***Wireless traffic rates:*** ***- IntraMTA Rate: [TBD]*** ***- Land-to-Mobile InterMTA Rate: [TBD]*** ***Wireline traffic rates:*** ***- Telephone Exchange Service Rate: [TBD]*** ***- Telephone Toll Service Rate: Applicable access tariff rates*** ***Wireless or Wireline traffic rates:*** ***- Information Services Rate: .0007*** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.*** ***- Transit Service Rate: [TBD]*** 6.3.1 Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users.	

	6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate.. *CMRS Only* *6.3.6.1 Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.* *CLEC Only* *6.3.6.1 Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.*	

III. A.1 (1) & (2)		**6.2 Compensation For Local Authorized Services Interconnection:** **6.2.1 Compensation rates for Interconnection are contained in the Pricing Schedule attached hereto.** **6.2.2 Compensation for Local Authorized Services Interconnection:** **6.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 6.2.3 below, AT&T-9STATE shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T-9STATE's network and terminating on Sprint PCS's network. Sprint PCS shall compensate AT&T-9STATE for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS's network and terminating on AT&T-9STATE's network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.** **6.2.3 Traffic Not Subject to Reciprocal Compensation:** **6.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:** **6.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);** **6.2.3.1.2 Toll-free calls, e.g., 800/888, 500 and 700 calls;** **6.2.3.1.3 Third Party Traffic;** **6.2.3.1.4 Non-facility based traffic;** **6.2.3.1.5 Paging Traffic;** **6.2.3.1.6 InterMTA Traffic** **6.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;** **6.2.3.1.8 IXC Traffic; and,** **6.2.3.1.9 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.** **6.3 Billing For Reciprocal Compensation:** **6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party.** Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. **Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.**

	Pricing Sheet *Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:* *- Negotiated Prices [TBD];* *- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];* *- AT&T TELRIC Prices [TBD]* *Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:* *Wireless:* *- IntraMTA Rates:* *Type 2A: [TBD*]* *Type 2B: [TBD*]*	6.3.2 The Parties recognize that Sprint PCS may not have the technical ability to measure actual usage and bill AT&T-9STATE pursuant to this Agreement. 6.3.3 To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T-9STATE-to-Sprint PCS Section 251(b)(5) Calls traffic, Sprint PCS shall bill AT&T-9STATE, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below. 6.3.4 Where Sprint PCS cannot record AT&T-9STATE-originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be equal to the Shared Facility Factor, stated in the Pricing Schedule. When using the surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section 251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) Sprint PCS-to-AT&T-9STATE (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T-9STATE's monthly bill to Sprint PCS), divided by the difference of one (1) minus the Shared Facility Factor, multiplied by (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T-9STATE the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence EXAMPLE Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Shared Facility Factor)] * Shared Facility Factor Mobile-to-Land Conversation MOU's = 15,000 Shared Facility Factor = .20 Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20 =3,750 Conversation MOU's 6.3.5 When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T-9STATE billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts. 6.3.6 Except as provided in this Section, see the General Terms and Conditions for general billing requirements. Pricing Sheet

		1. Compensation for Section 251(b)(5) Calls Transport and Termination (per Conversation MOU) Type 2A / Type 2B / Type 1 $0.0007 / $0.0007 / $0.0007 2. Type 2B Surrogate Usage Rates – Mobile originated InterMTA traffic over Type 2B trunks to AT&T-9STATE End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows: Per DS0 trunk (voice grade) / Per Month / USOC Type 2B Dedicated End Office Type 2B - MF / $6.30 / MRSSD Type 2B - SS7 / $6.30 / MRSSE 3. Shared Facility Factor Provided to WSP Quarterly by AT&T-9STATE
III.A.1 (3)		a. CLEC Section 251(b)(5) 6. Interconnection Compensation 6.1 Responsibilities of the Parties 6.1.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. §64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action. 6.1.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem. 6.1.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T-9STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls

		delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates. 6.1.4 Sprint has the sole obligation to enter into compensation arrangements with all Third Parties with whom Sprint exchanges traffic including without limitation anywhere Sprint originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to Sprint or any Third Party if Sprint fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom Sprint does not have a traffic compensation agreement, Sprint will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and Sprint will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues. 6.1.5 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users. 6.1.6 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating Trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment. 6.1.7 The Parties acknowledge that Section 6 addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement. 6.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic: 6.2.2 Multiple Tandem Access (MTA) 6.2.2.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in Pricing Schedule and shall be billed in addition to any call transport and termination charges.

		6.2.2.2 To the extent Sprint routes its traffic in such a way that utilizes AT&T-9STATE MTA service without properly ordering MTA, Sprint shall pay AT&T-9STATE the associated MTA charges. 6.8 Billing Arrangements for Termination of Section 251(b)(5) Traffic and ISP-Bound Traffic 6.8.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic. These Recordings are the basis for each Party to generate bills to the other Party. 6.8.2 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. 6.8.4 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party. Pricing Sheet – All Traffic Rate for All ISP-Bound and Section 251(b)(5) Traffic, per MOU $0.0007 Multiple Tandem Switching, per MOU (applies to initial tandem only $0.0005379
iii.A.1 (4) & (5)		• NOTE: The following Bill and Keep arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic" (CLEC only), , is offered by AT&T as an alternative as explained in the Disputed Point List (DPL).

	6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic. [CMRS] *a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60%/40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The elimination of billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points are interrelated terms containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.* *b) As of the Effective Date, the Parties acknowledge that the IntraMTA Traffic exchanged between the Parties both directly and indirectly has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated IntraMTA Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing* [CLEC] *a) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The elimination of billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points are interrelated terms containing specific rates*	**CMRS** 6.3.7 Upon mutual agreement that qualifying traffic between the Parties has been within +/-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-9STATE and Sprint in AT&T-9STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, InterMTA Traffic , Transit Traffic or Terminating InterMTA Traffic . 6.3.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is "In-Balance." In-balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%). 6.3.7.2 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100. 6.3.7.3 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, $0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic. 6.3.7.4 Once $0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement. 6.3.7.5 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data. 6.3.7.6 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable. 6.3.7.7 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

	and conditions, which are non-separable for purposes of this Subsection 6.3.7. *b) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.*	6.3.7.8 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest outlined in Attachment 7 - Billing. 6.3.7.9 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise. 6.3.7.10 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement. CLEC 6.6 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic 6.6.1 Upon mutual agreement that qualifying traffic between the Parties has been within +/-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-9STATE and Sprint in AT&T-9STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic. 6.6.2 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is "In-Balance." In-Balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%). 6.6.3 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's End Users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic and ISP-Bound Traffic multiplied by 100. 6.6.4 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, $0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic. 6.6.5 Once $0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.

		6.6.6 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is In Balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data. 6.6.7 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable. 6.6.8 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period. 6.6.9 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest outlined in Attachment 7 - Billing. 6.6.10 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise. 6.6.11 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement.
iii.A.2.	**Attachment 3 Pricing Sheet – CMRS and CLEC** ***- Information Services Rate: .0007*** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.***	**CMRS** 6.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement. CLEC ISP-Bound Traffic Compensation

		6.2.1 AT&T-9STATE and Sprint agree to carry out the FCC's interim ISP terminating compensation plan on the effective date of the AT&T-9STATE Agreement in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies. 6.3 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan: 6.3.1 The rates, terms and conditions set forth in Section 6.3 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties. All ISP-Bound Traffic is subject to the rebuttable presumption. 6.3.2 Intercarrier Compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic: 6.3.2.1 The rates, terms, and conditions in Section 6.3 apply to the termination of all Section 251(b)(5) Traffic as defined in the General Terms and Conditions and ISP-Bound Traffic as defined in General Terms and Conditions. ISP-Bound Traffic is subject to the rebuttable presumption. 6.3.2.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule. 6.3.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office switch. 6.3.3 For purposes of this Section 6.3, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.8. 6.3.3.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 6.3.2.2above. 6.8.3 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment. 6.26 Reservation of Rights and Specific Intervening Law Terms 6.26.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in

		Section 6.3 above of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) calendar days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) calendar days of the effective date of the order, or be subject to dispute under the General Terms and Conditions of this Agreement. Pricing Sheet – All Traffic Rate for All ISP-Bound and Section 251(b)(5) Traffic, per MOU $0.0007 Multiple Tandem Switching, per MOU (applies to initial tandem only $0.0005379
III.A.3	c. CMRS InterMTA *6.4 Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T-9STATE over Interconnection Facilities, AT&T-9STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT&T-9STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T-9STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T-9STATE originated InterMTA call than it does to terminate an AT&T-9STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.* *6.4.1 Because AT&T-9STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T-9STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T-9STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.*	c. CMRS InterMTA 6.4 Compensation For InterMTA Traffic: 6.4.1 Terminating InterMTA Traffic: 6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T-9STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T-9STATE. All Sprint terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint from AT&T-9STATE's Federal and/or State Access Service tariffs. 6.4.1.2 Sprint terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T-9STATE traffic studies, AT&T-9STATE is authorized to charge, and Sprint will pay to AT&T-9STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto. 6.4.1.3 Sprint agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all Sprint-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection

	6.4.2 Because Sprint incurs greater costs to terminate an AT&T-9STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T-9STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T-9STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&T-9STATE will be two times (2X) the Type 2A IntraMTA Rate. *6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific "Land-to-Mobile Terminating InterMTA Factor" to determine the surrogate volume of AT&T-9STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T-9STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party's request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.* *6.4.4 To determine the billable volume of AT&T-9STATE InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T-9STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T-9STATE shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T-9STATE for the same MOUs.*	Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T-9STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint fails to populate JIP in accordance with the industry standard, then AT&T-9STATE will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO")to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. 6.4.1.4 AT&T-9STATE will perform traffic studies quarterly to determine if Sprint is sending terminating InterMTA traffic over Local Interconnection or Equal Access trunks. If Sprint is sending such traffic, AT&T-9STATE will update the percentage of terminating InterMTA Traffic billed to Sprint in accordance with results of such studies. AT&T-9STATE agrees to notify Sprint of updates to the terminating InterMTA traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions. 6.4.2 Originating Landline-to-Sprint InterMTA Traffic: 6.4.2.1 For calls exchanged directly between AT&T-9STATE and Sprint for AT&T-9STATE originated landline-to-Sprint traffic that, at the beginning of the call: (a) originates on AT&T-9STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User located in another MTA, AT&T-9STATE shall charge and Sprint shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached hereto. Sprint shall not charge and AT&T-9STATE shall not pay reciprocal compensation for originating landline-to-Sprint InterMTA Traffic. 6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T-9STATE's End Users that are delivered to Sprint's network over the Interconnection Trunks. 6.5 Responsibilities Of Party: 6.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party. 6.5.2 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN"). 6.5.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will

	Pricing Sheet *- Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]* *- Land-to-Mobile Terminating InterMTA Factor: 2%*	work cooperatively to correct the problem. 6.6 Non-AT&T-9STATE Tandem Providers: 6.6.1 Third Party Terminating Carrier shall mean a CLEC, an ILEC, another CMRS provider, an OELEC, or a Carrier that utilizes local switching from AT&T-9STATE, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated when Sprint PCS uses a Non-AT&T-9STATE Tandem Provide, as defined below. 6.6.2 Non-AT&T-9STATE Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to Sprint PCS and with whom Sprint PCS is directly interconnected for the purpose of delivering Sprint PCS traffic via Non-AT&T-9STATE Tandem Provider's direct interconnection arrangements with AT&T-9STATE to (i) AT&T-9STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-9STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User. 6.6.3 When a Non-AT&T-9STATE Tandem Provider sends Traffic originated by the End Users of Sprint PCS to (i) AT&T-9STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-9STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User, Sprint PCS is responsible for all Conversation MOU's billed by AT&T-9STATE for such traffic. Pricing Sheet 4. Terminating InterMTA Rates 4.1 Terminating IntraState InterMTA Traffic Rate (See State Specific Pricing Sheet) 4.2 Terminating InterState InterMTA Rate (See State Specific Pricing Sheet) 5. Originating Landline to WSP InterMTA Traffic 5.1 Originating Landline to WSP InterMTA Traffic Rate (See State Specific Pricing Sheet) 5.2 Originating Landline to WSP InterMTA Traffic Percent (See State Specific Pricing Sheet) GT&C Part B Definitions "Equal Access Trunk Group" means a trunk used solely to deliver Sprint's customers' traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.

III.A.4 (1)	6.1.4 ***Except as may be otherwise provided by Applicable Law,*** neither Party shall represent switched access services traffic (e.g., FGA, FGB, FGD) ***as traffic subject to the*** payment of reciprocal compensation. **7.1.2.** Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ***any*** traffic, and the associated compensation.	**CLEC** **6.4.1 Except as set forth in Section 6.1c above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.** 6.9 Neither Party shall represent switched access services traffic (e.g., FGA, FGB, FGD) **as Section 251(b)(5) Traffic** for purposes of payment of reciprocal compensation. 6.11 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of **ISP-Bound** traffic and the associated compensation. 6.23 Switched Access Service for Sprint and AT&T-9STATE **6.23.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission). Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T-9STATE's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:** **6.23.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from an End User that obtains local dial tone from Sprint where Sprint is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,** **6.23.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-9STATE End User that obtains local dial tone from AT&T-9STATE where AT&T-9STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;** **6.23.1.3 Switched Access Traffic delivered to AT&T-9STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or** **6.23.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.**

		6.24 Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T-9STATE's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004). **6.24.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described above to either Party over Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.**
III.A.4(2)	***CLEC*** ***(6.16)7.3.5*** Compensation for Sprint Telephone Toll Service traffic. **(6.16.1)*7.3.5.1*** Telephone Toll Service traffic. For purposes of this Attachment, Telephone Toll Service traffic is defined as any telecommunications call between Sprint and **AT&T-9STATE** End Users that originates and terminates in the same LATA ***and results in Telephone Toll Service charges being billed to the originating end user by the originating Party. Moreover, AT&T-9STATE originated Telephone Toll Service will be delivered to Sprint using traditional Feature Group C non-equal access signaling.*** **(6.16.2)** ***7.3.5.2*** Compensation for CLEC Telephone Toll Service Traffic. For terminating its ***CLEC*** Telephone Toll Service traffic on the other company's network, the originating Party will pay the terminating Party the	**d. Sprint IntraLATA** **6.16** Compensation for Sprint Telephone Toll Service traffic **6.16.1** Telephone Toll Service traffic. For purposes of this Attachment, Telephone Toll Service traffic is defined as any telecommunications call between Sprint and **AT&T-9STATE** End Users that originates and terminates in the same LATA **where one of the locations lies outside of the mandatory local calling areas as defined by the Commission and results in intraLATA toll charges being billed to the originating end user by the originating Party.** **6.16.2** Compensation for CLEC Telephone Toll Service Traffic. For terminating its Telephone Toll Service traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating

	terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates. *(6.22)7.3.5.3* Compensation for CLEC 8XX Traffic. Each Party (AT&T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs. *7.3.5.4* Records for 8XX Billing. Each Party ***(AT&T-9STATE and Sprint)*** will provide to the other the appropriate ***records necessary for billing intraLATA 8XX customers.***	Switched Access rates. **6.17 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.** 6.22 Compensation for Sprint 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate Switched Access charges, **including the database query charge** as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs. **6.7 Compensation for Origination and Termination of InterLATA Traffic:** **6.7.1 Where Sprint originates or terminates its own End User InterLATA Traffic not subject to MPB, Sprint must purchase feature group access service from AT&T-9STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.** **6.19 IntraLATA** **6.19.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-9STATE's tariff in whose exchange area the End User is located.** **6.19.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-9STATE's tariff in whose exchange area the End User is located.** 6.22.1 Records for 8XX Billing. Each Party will provide to the other the appropriate **IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.**

	7.3.5.5 8XX Access Screening. **AT&T-9STATE**'s provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to **AT&T-9STATE** 8XX SCP. Such interconnections shall be established pursuant to **AT&T-9STATE**'s Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the **AT&T-9STATE** Local Signal Transfer Points serving the **AT&T-9STATE** 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in **AT&T-9STATE**'s Intrastate Access Services Tariff as amended.	**6.22.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T-9STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T-9STATE intrastate or interstate switched access tariffs. Sprint will pay AT&T-9STATE the database query charge as set forth in the AT&T-9STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.** 6.22.3 8XX Access Screening. **AT&T-9STATE**'s provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to **AT&T-9STATE** 8XX SCP. Such interconnections shall be established pursuant to **AT&T-9STATE**'s Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the **AT&T-9STATE** Local Signal Transfer Points serving the **AT&T-9STATE** 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in **AT&T-9STATE**'s Intrastate Access Services Tariff as amended. **6.18 Primary Toll Carrier Arrangements** **6.18.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated, and AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:** **6.18.1.1 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to Sprint as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to Sprint. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE and Sprint will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to Sprint by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. Sprint will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will**

		compensate Sprint. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate Sprint for this PTC traffic as it would for AT&T-9STATE originated traffic as set forth in Sprint's Interconnection Agreement with AT&T-9STATE. 6.18.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from Sprint and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Sprint shall pay AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-9STATE's intrastate access service tariff in the respective state. Sprint shall pay the ILEC directly for the termination of such traffic originated from Sprint.
III.A.5	No Language	CLEC – FX Traffic "Rating Point" means the vertical and horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point. "Routing Point" means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX. "Rate Center" means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls. 6.4.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service: 6.4.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated

		circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange. 6.4.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area. 6.4.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-9STATE. 6.4.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network. 6.4.2.4 Segregating and Tracking FX Traffic: 6.4.2.4.1 For AT&T-9STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties. 6.4.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-9STATE. 6.4.2.4.3 In AT&T-9STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4

		Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. 6.4.2.4.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
III.A.6	**Attachment 3 Pricing Sheet – CMRS and CLEC** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.***	**CMRS** 6.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol ("VoIP")) traffic between them shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary. **CLEC** 6.4 Other Telecommunications Traffic: 6.4.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points. 6.4.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in General Terms and Conditions – Part B – Definitions) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in sections above not apply, including but not limited to ISP calls that meet the definitions of: 6.4.4.1 FX Traffic 6.4.4.2 Optional EAS Traffic 6.4.4.3 IntraLATA Toll Traffic

		6.4.4.4 800, 888, 877, ("8YY") Traffic **6.4.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.2 above and Section 6.3 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.4.2 above; (b) 8YY Traffic are set forth in Section 6.22 below; and/or (c) IntraLATA Toll Traffic are set forth in Section 6.16 below.** **6.23.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.**
III.A.7	Wireless Meet Point Billing ***7.2.1*** For purposes of this Agreement, Wireless Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided Switched Access Service calls, where both Parties are providing such service to an IXC, and ***Transit Service*** calls that transit **AT&T-9STATE**'s network from an originating Telecommunications carrier other than **AT&T-9STATE** and terminating to a Telecommunications carrier other than **AT&T-9STATE** or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, **AT&T-9STATE** agrees to participate in Meet Point Billing for ***Transit Service*** traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with **AT&T-9STATE**. Traffic from a network which does not participate in Meet Point Billing will be delivered by **AT&T-9STATE**, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. ***7.2.2*** Parties participating in Meet Point Billing with **AT&T-9STATE** are required to provide information necessary for **AT&T-9STATE** to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), and (2) ***a*** Billing Interconnection Percentage. A default Billing Interconnection Percentage of ***50%*** **AT&T-9STATE** and ***50%*** Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default.	Wireless Meet Point Billing 6.11.1 For purposes of this Agreement, Wireless Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided Switched Access Service calls, where both Parties are providing such service to an IXC, and calls that transit **AT&T-9STATE**'s network from an originating telecommunications carrier other than **AT&T-9STATE** and terminating to a Telecommunications carrier other than **AT&T-9STATE** or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, **AT&T-9STATE** agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with **AT&T-9STATE**. Traffic from a network which does not participate in Meet Point Billing will be delivered by **AT&T-9STATE**, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. 6.11.2 Parties participating in Meet Point Billing with **AT&T-9STATE** are required to provide information necessary for **AT&T-9STATE** to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), **(2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%,** and (3) Billing Interconnection Percentage. A default Billing Interconnection Percentage of **95**% **AT&T-9STATE** and **5**% Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must

	Sprint must support Meet Point Billing for all ***Jointly Provided Switched Access*** calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. **AT&T-9STATE** and Sprint acknowledge that the exchange of 1150 records will not be required. ***7.2.3*** Meet Point Billing will be provided for ***Transit Service*** traffic which transits **AT&T-9STATE**'s network at the ***T***andem level only. Parties desiring Meet Point Billing will subscribe to ***T***andem level ***I***nterconnections with AT&T-9STATE and will deliver all ***Transit Service*** traffic to **AT&T-9STATE** over such ***T***andem level ***I***nterconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the ***T***andem, in which ***I***nterconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. **AT&T-9STATE** and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis. ***7.2.4*** In a Meet Point Billing environment, when a party actually uses a service provided by **AT&T-9STATE**, and said party desires to participate in Meet Point Billing with **AT&T-9STATE**, said party will be billed for miscellaneous usage charges, as defined in **AT&T-9STATE**'s FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of calls. Should Sprint desire to avoid such charges Sprint may perform the appropriate ***LNP*** data base query prior to delivery of such traffic to **AT&T-9STATE**. 7.2.5 ***Meet Point Billing, as defined in section 7.2.1 above, under this Section will result in Sprint compensating AT&T-9STATE at the Transit Service Rate for Sprint-originated Transit Service traffic delivered to AT&T-9STATE network, which terminates to a Third Party network.*** Meet Point Billing to IXCs for ***J***ointly ***P***rovided ***S***witched ***A***ccess traffic will occur consistent with the most current MECAB billing guidelines.	support Meet Point Billing for all **intermediary** calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. **AT&T-9STATE** and Sprint acknowledge that the exchange of 1150 records will not be required. 6.11.3 Meet Point Billing will be provided for traffic which transits **AT&T-9STATE**'s network at the **access** tandem level only. Parties desiring Meet Point Billing will subscribe to **access** tandem level Interconnections with **AT&T-9STATE** and will deliver all transit traffic to **AT&T-9STATE** over such **access** tandem level Interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the **access** tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. **AT&T-9STATE** and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis. 6.11.4 In a Meet Point Billing environment, when a party actually uses a service provided by **AT&T-9STATE**, and said party desires to participate in Meet Point Billing with **AT&T-9STATE**, said party will be billed for miscellaneous usage charges, as defined in **AT&T-9STATE**'s FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries **and 800 Data Base queries**) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint may perform the appropriate LNP data base query prior to delivery of such traffic to **AT&T-9STATE**. 6.11.5 **Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement.** Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.
III.B.	**RESOLVED**	
III.E. (1) & (2)	**CMRS Interconnection Facility Costs.** ***2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:*** ***(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.***	**CMRS Facility Costs.** **2.3.2.1 Terms And Compensation For Use Of Facilities: Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.** **2.3.2.5 AT&T-9STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-9STATE franchise service are, or that exceed a distance of**

	(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T-9STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor". *(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T-9STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,* *(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.* *(d) One-way Interconnection Facilities When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.* *(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T-9State Switch and the POI at which AT&T-9STATE hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T-9STATE, are recouped by AT&T-9STATE as a component of AT&T-9STATE's Transit Service per minute of use charge. AT&T-9STATE shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T--9STATE to Sprint.*	14 miles (or the State's defined local calling area, whichever is greater) from the AT&T-9STATE Central Office Switch where the Facility connection is established. 2.3.2.6 When Sprint uses two-way DS-1 Facilities provided by AT&T-9STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (B) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If Sprint obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-9STATE to reimburse Sprint for those Facilities. 2.3.2.7 AT&T-9STATE agrees to share proportionally in the recurring costs of any shared facilities purchased by Sprint PCS from the applicable tariffs. AT&T-9STATE's proportionate use of the Facilities is equal to the amount of all Section 251(b)(5) Calls traffic originated on AT&T-9STATE's network in the State, compared to the amount of all traffic exchanged between the Parties in the State. 2.3.2.8 AT&T-9STATE will provide to Sprint PCS, on a quarterly basis, a percentage, representing AT&T-9STATE's proportionate share of the Facilities. 2.3.2.9 AT&T-9STATE will bill Sprint PCS for the entire cost of the Facility. Sprint PCS will then apply AT&T-9STATE's Facility percentage to the cost of the Facility to determine the amount Sprint PCS shall bill AT&T-9STATE. 2.3.2.b [...] Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way facilities associated with its originating traffic.
III.E (3) & (4)	CLEC only *2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:* *(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical*	CLEC only

	location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint non-wireless switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI. *(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T-9STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".* *(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T-9STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,* *(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.* *(d) One-way Interconnection Facilities When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.* *(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T-9State Switch and the POI at which AT&T-9STATE hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T-9STATE, are recouped by AT&T-9STATE as a component of AT&T-9STATE's Transit Service per minute of use charge. AT&T-9STATE shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T-9STATE to Sprint.*	**CLEC Language (Alternate to Sprint's 2.5.3(d))** **2.8.6.1.5 One-way interconnection trunking - When one-way interconnection trunking is utilized, the ordering Party is responsible for the ordering, ordering charges and associated costs of such trunking used to deliver 251(b)(5), ISP Bound and IntraLATA toll traffic originated by its respective End User customers to the terminating Party.**
III.F.	**CLEC only language – No CMRS language** ***7.3.6 Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE*** ***7.3.6.1*** When Sprint's end office switch, subtending the **AT&T-9STATE** Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via **AT&T-9STATE**'s tandem switch,	**CLEC only language – No CMRS language** **6.23 Switched Access Service for Sprint and AT&T-9STATE** **6.25 When Sprint's End Office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an**

	each Party will provide its own access services to the IXC on a ***multi-bill, multi-tariff*** meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. ***The recording Party*** agrees to provide to the ***initial Billing Party***, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. ***The initial Billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC***. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary. 7.3.6.3 **AT&T-9STATE** and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. 7.3.6.4 **AT&T-9STATE** and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center. ***7.3.6.5 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.***	interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's Tandem switch, each Party will provide its own access services to the IXC on a Multi-Bill Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T-9STATE will bill IXCs for originating and terminating access charges from AT&T-9STATE Recordings when AT&T-9STATE has direct connections with IXCs via AT&T-9STATE's access tandem. AT&T-9STATE will pass EMI Records to CLEC when AT&T-9STATE is the Official Recording Company. The Parties also agree that AT&T-9STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial Billing Party will provide the switched access summary usage date to all subsequent billing Parties within ten (10) days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary. 6.25.2 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data. 6.25.3 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center. 6.25.4 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). 6.25.5 For traffic routed through AT&T-9STATE, Sprint will pay the 8YY database query charge set forth in the AT&T-9STATE intrastate or interstate access services Tariff. 6.25.6 Unless otherwise mutually agreed to by the Parties, Sprint shall not deliver Switched Access Traffic to AT&T-9STATE for termination using a Trunk Group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access Trunk Group or facility obtained via the AT&T-9STATE switched access tariff(s).

III.G.	***PRICING SHEET*** ***Unless expressly identified to be a "Negotiated" Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T-9STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.*** ***A. Interconnection Facility/Arrangements Rates will be provided at the lower of:*** ***- Existing Prices;*** ***- Negotiated Prices [None at this time];*** ***- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];*** ***- AT&T Tariff Prices at 35% reduction below such prices in effect as of June 1, 2010;*** ***- AT&T TELRIC Prices [TBD]*** ***B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:*** ***- Negotiated Prices [None at this time];*** ***- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];*** ***- AT&T TELRIC Prices [TBD]*** ***Based upon the foregoing, the traffic usage rates are:*** ***1) Wireless:*** ***- IntraMTA Rates:*** ***Type 2A: [TBD*]*** ***Type 2B: [TBD*]*** ***- Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]*** ***- Land-to-Mobile Terminating InterMTA Factor: 2%*** ***2) Wireline:*** ***- Telephone Exchange Service Rate: [TBD*]*** ***- Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate*** ***3) As to following type of traffic, whether wireless or wireline traffic:*** ***- Information Services Rate: .0007*** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.*** ***- Transit Service Rate: [TBD*]*** ***[1]Sprint offers the following three mutually exclusive per Conversation MOU Usage Rates as potential negotiated Rates to avoid need for updated TELRIC studies:*** ***1) Authorized Services traffic at same Rate: No Rate – Bill and Keep*** ***Transit Service Rate $0.00035***	**AT&T-9STATE's prices are set forth in AT&T-9STATE's tariffs or pricing sheets, as reflected in the relevant contract language.**

	-OR- *2) All Authorized Services traffic at same Rate: $0.0007 Tandem/$0.0035 End Office* *Transit Service Rate $0.00035* *-OR-* *Sprint:* *Telephone Exchange Service Rate: $0.0007* *Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate* *Information Services Rate No Rate - Bill and Keep* *Interconnected VoIP Rate No Rate - Bill and Keep* *Transit Service Rate $0.00035*	
III.H.	*CLEC and CMRS language* *2.9 Interconnection Facilities/Arrangements Rates and Charges.* *2.9.1 AT&T -9STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T-9STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements ("Interconnection-Related Services") that AT&T provides to Sprint shall be at the lowest of the following Rates/Charges:* *a) The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;* *b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific*	**CMRS** 2.3.6 The ordering and provision of all services purchased from AT&T-9STATE by Sprint shall be as set forth in the appropriate AT&T-9STATE tariffs/price lists as those tariffs/price lists are amended by AT&T-9STATE from time to time during the term of this Agreement. **CLEC** 2.4 Interconnection using Entrance Facilities purchased from AT&T-9STATE's Tariffs. 2.4.1 For purposes of call transport and termination, Sprint as the originating party may obtain Entrance

	Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement; *c) The Rates/Charges at which AT&T-9STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;* *d) AT&T-9STATEs' tariffed Facility Rates/Charges reduced by thirty-five percent (35%)below such prices in effect as of June 1, 2010 to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T-9STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,* *e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T-9STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.* *2.9.2. Reduced AT&T-9STATE Rates/Charges True-Up. If the lowest AT&T-9STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T-9STATE cost-study, or were provided by AT&T-9STATE to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T-9STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T-9STATE implements billing the reduced Rate/Charges to Sprint. AT&T-9STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.* *2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T-9STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.* *2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.*	Facilities from AT&T-9STATE pursuant to the applicable AT&T-9STATE tariff in conjunction with Interconnection Facilities to interconnect with the AT&T-9STATE network as set forth in the Pricing Schedule.

III.I (con't) (3)	1.2 Replacement of Current ***Section 252(d)*** Rates 1.2.1 Certain of the current rates, prices and charges set forth in this Agreement have been established by the Commission ***to be rates, prices and charges for Interconnection Services subject to Section 252(d) of the Act*** ("Current ***Section 252(d)*** Rate(s)"). 1.2.2 If, during the Term of this Agreement the Commission or the FCC modifies a ***Current Section 252(d) Rate, or otherwise orders the creation of new Current Section 252(d) Rate(s),*** in any order or docket that is established by the Commission or FCC to be applicable to Interconnection Services ***subject to this Agreement***, either Party may provide written notice ***of the ordered new Current Section 252(d) Rates*** ("Rate Change Notice"). ***Notwithstanding the foregoing, if Sprint is not a party to the proceeding in which the Commission or FCC ordered such modification or creation of new Section 252(d) Rate(s), AT&T-9STATE shall provide a Rate Change Notice to Sprint within sixty (60) days*** after the effective date of such order. 1.2.3 ***Upon either Party's receipt of a Rate Change Notice***, the Parties shall negotiate a conforming amendment which shall reflect ***replacement of the affected Current Section 252(d) Rate(s) with the new Section 252(d)*** Rate(s) ***as of the effective date of the order that determined a change in rates was appropriate***, and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect the ***new*** Rate(s).	1.2 Replacement of Current Rates 1.2.1 Certain of the current rates, prices and charges set forth in this Agreement **may** have been established by the Commission ("**Commissioned-established** Current Rate(s)"). **All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates.** 1.2.2 If, during the Term of this Agreement the Commission or the FCC modifies a **Commission-established Current Rate(s)** in any order or docket that is established by the Commission or FCC to be **generally** applicable **(i.e., not an order or docket relating only to a specific complaint or interconnection agreement arbitration)** to **the** Interconnection Services, either Party may provide written notice ("Rate Change Notice") **to the other Party**, after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement.** **1.2.3 Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, Sprint's billing tables will be updated to reflect (and Sprint shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.3.1 below and Section 1.2.3.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.3.1 below and Section 1.2.3.3 below. Nonetheless,** the Parties shall negotiate a conforming amendment which shall reflect **that** the Commission-established Current **were replaced by the Modified Rate(s)**, and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect **that** the **Modified** ***new*** Rate(s). **became effective between the Parties as provided** **1.2.3.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T-9STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.** **1.2.3.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.** **1.2.3.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a**

		prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2,) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above
III.I (con't) (4)	1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Interim Rates"). Upon the effective date of a Commission Order establishing rates for any rates, prices ***or*** charges ***applicable to*** Interconnection Services specifically identified ***in this Agreement*** as Interim Rates, ***the Parties shall negotiate a conforming amendment which shall reflect replacement of the affected Interim Rate(s) with the new rate(s) ("Final Rate(s)") as of the effective date of the order that established such Final Rates or such other date as may be mutually agreed upon), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after approval of such amendment, each Party shall issue to the other Party any adjustments that are necessary to implement such Final Rate(s).***	1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Interim Rates"). Upon the effective date of a Commission Order establishing rates for any rates, prices, charges, Interconnection Services specifically identified herein as Interim Rates, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T-9STATE will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval. 1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T-9STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith. 1.3.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order. 1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

		1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.
III.I (con't) (5)	1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" ***for an Interconnection Service***, the Parties understand and agree that when a rate, price or charge is established for that Interconnection Service ***as approved by the Commission,*** that ***such*** rate(s), ***price(s) or charge(s)*** ("Established Rate") shall***, to the extent a Party provided such Interconnection Services under this Agreement,*** automatically apply back to the Effective Date of this Agreement without the need for any additional modification(s) to this Agreement or further Commission action. **AT&T-9STATE** shall provide Written Notice to Sprint of the ***Established Rate when it is approved by the Commission, Established Rate,*** and the ***Parties'*** billing tables will be updated to reflect ***and charge*** the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment, which shall reflect the Established Rate that applies to such ***Interconnection*** Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, ***the Parties, as applicable, for such Interconnection Services*** to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties. 1.5.2 ***A party's*** provisioning of such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of ***a party's*** right to charge and collect payment for such Interconnection Services, ***or the Billed Party's right to dispute such charges as provided in this Agreement.***	1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" **or no rate is shown,** the Parties understand and agree that when a rate, price or charge is established **by AT&T-9STATE** for that Interconnection Service **and incorporated into AT&T-9STATE's current state-specific Generic Pricing Sheet as published on the AT&T CLEC Online website**, that rate(s) ("Established Rate") shall automatically apply **to the Interconnection Service provided under this Agreement** back to the Effective Date of this Agreement **as to any orders Sprint submitted and AT&T-9STATE provisioned for that Interconnection Service** without the need for any additional modification(s) to this Agreement or further Commission action. **AT&T-9STATE** shall provide Written Notice to Sprint of the **application of the rate, price or charge that has been established,** and **Sprint's** billing tables will be updated to reflect **(and Sprint will be charged)** the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment, which shall reflect the Established Rate that applies to such **Product or** Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **AT&T-9STATE shall, bill Sprint** to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties. **1.5.2 AT&T-9STATE's** provisioning of **such orders for** such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of **AT&T-9STATE's** right to charge and collect payment for such Interconnection Services.
IV.A. Attachment 7	1.4 ***Each Party*** shall bill ***the other*** on a current basis all applicable charges and credits. 1.5 Payment Responsibility. Payment of all charges will be the responsibility of ***the Billed Party. The Billed Party*** shall make payment to the ***Billing Party*** for all services billed ***and due as provided in this Agreement.*** **AT&T-9STATE** is not responsible for payments not received by Sprint from Sprint's customer, ***and Sprint is not responsible for payments not received by AT&T-9STATE from AT&T-9STATE's customer.*** In general, ***one Party*** will not become involved in disputes between ***the other Party and its own customers.***	**1.4 AT&T-9STATE shall bill Sprint on a current basis all applicable charges and credits.** **1.5 Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to AT&T-9STATE for all services billed. AT&T-9STATE is not responsible for payments not received by Sprint from Sprint's customer. In general, AT&T-9STATE will not become involved in disputes between Sprint and Sprint's end user customers. If a dispute does arise that cannot be settled without the involvement of AT&T-9STATE, Sprint shall contact the designated Service Center for resolution. AT&T-9STATE will make every effort to assist in the resolution of the dispute and will work**

		with Sprint to resolve the matter in as timely a manner as possible. Sprint may be required to submit documentation to substantiate the claim. Payments made to AT&T-9STATE as payment on account will be credited to an accounts receivable master account and not to an end user's account.
	1.6 ***The Billing Party*** will render bills each month on established bill days for each of ***the Billed Party's*** accounts.	**1.6 AT&T-9STATE** will render bills each month on established bill days for each of **Sprint's** accounts.
	Wireless Only 1.6.2 Since Sprint records and identifies the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, Sprint will not bill **AT&T-9STATE** for such Third Party Traffic.	**CMRS Only** 1.6.2 Since Sprint records and identifies the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, Sprint will not bill **AT&T-9STATE** for such Third Party Traffic.
		CMRS Only **1.6.5 Because AT&T-9STATE is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, Sprint will separately invoice AT&T-9STATE for AT&T-9STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) days following receipt by Sprint of AT&T-9STATE's invoice.**
	2.10 Limitation on Back-billing	2.10 Limitation on Back-billing **and Credit Claims**:
	2.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:	**2.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:**
	2.10.1.1 Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled ***or*** under-billed but only when such charges appeared or should have appeared on a bill dated within the ***six (6)*** months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the ***six (6)*** month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the ***six (6)*** month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.	2.10.1.1 Back-bill for **or Claim credit for** any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed **or over-billed,** but only when such charges appeared or should have appeared on a bill dated within the **twelve (12)** months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing **or the Billed Party provided written notice to the Billing Party of the claimed credit amount.** The Parties agree that the **twelve (12)** month limitation on back-billing **and credit Claims** set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the **twelve (12)** month period for any back-billing **or credit Claims** may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. **Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services were provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge, (b) twelve (12) months from the date of the final order allowing or approving such charge or (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.**
	2.10.1.2 Back-billing, as limited above, will apply to all services purchased under this Agreement.	**2.10.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.**

IV.B.	**"Past Due"** means when a Billed Party fails to remit payment for any ***undisputed*** charges by the Bill Due Date, or if payment for any portion of the ***undisputed*** charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the ***undisputed*** charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due). ***"Cash Deposit"*** means a cash security deposit ***made by one Party*** in U.S. dollars ***that is*** held by ***the other Party.*** **"Letter of Credit"** means the unconditional, irrevocable standby bank letter of credit from a financial	**"Past Due"** means when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due). **"Cash Deposit"** means a cash security deposit in U.S. dollars held by **AT&T-9STATE**. **"Letter of Credit"** means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **AT&T-9STATE** naming the **AT&T-owned ILEC(s) designated by AT&T-9STATE**

	institution acceptable to ***the Billing Party*** naming the ***Billing Party*** as the beneficiary (ies) thereof and otherwise on ***a mutually acceptable*** Letter of Credit form.	as the beneficiary (ies) thereof and otherwise on **the AT&T-9STATE** Letter of Credit form.
	Sprint does not propose a definition for "Surety Bond"	**"Surety Bond" means a bond from a Bond company with a credit rating by A.M.BEST better than a "B." This bonding company shall be certified to issue bonds in a state in which this Agreement is approved.**
		1.8 Deposit Policy
	1.8.1 General Terms. ***If the Party that is billed for services under this Agreement (the "Billed Party") fails to meet the qualifications described in this Section for continuing creditworthiness, the other Party (the "Billing Party") reserves the right to reasonably secure the accounts of the Billed Party for the purchase of services under this Agreement with a suitable form of security pursuant to this Section.***	**1.8.1 General Terms. AT&T-9STATE reserves the reasonable right to secure the accounts of new CLECs (entities with no existing relationship with AT&T-9STATE for the purchase of wholesale services as of the Effective Date) and certain existing CLECs (entities with an existing relationship with AT&T-9STATE for the purchase of wholesale services as of the Effective Date) with which it has a continuous relationship of less than one (1) year, or that do not otherwise meet the qualifications described in this Section for continuing creditworthiness with a suitable form of security pursuant to this Section.**
		1.8.1.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, AT&T-9STATE may secure the accounts of all new CLECs consistent with the terms set forth below. Further, if an existing CLEC has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, AT&T-9STATEmay treat the existing CLEC, as a new CLEC for purposes of establishing security on its accounts.
	1.8.2 Initial Determination of Creditworthiness. Upon request, ***the Billing Party*** may require ***the Billed Party*** to ***provide credit profile financial information*** in order to determine whether or not security should reasonably be required, and in ***an*** amount ***that does not exceed more than an amount equal to one (1) month's total net billing between the Parties under this Agreement in a given state***. The Parties have discussed ***one another's*** creditworthiness in accordance with the requirements of this Section and determined that no additional security of any kind is required ***from one Party to the other*** upon the execution of this Agreement.	1.8.2 Initial Determination of Creditworthiness. Upon request, **AT&T-9STATE** may require **Sprint** to complete **the AT&T Credit Profile which is located on the AT&T web site** in order to determine whether or not security should reasonably be required, and in **what** amount. The Parties have discussed **Sprint's** creditworthiness in accordance with the requirements of this Section and determined that no additional security of any kind is required upon the execution of this Agreement.
	1.8.3 Subsequent Determination of Creditworthiness. ***On an annual basis, beginning not earlier than one (1) year after execution of this Agreement, the Billing Party may review the need for a security deposit if (i)*** subject to a standard of commercial reasonableness, a material change in the circumstances of ***the Billed Party*** so warrants and gross monthly billing ***by the Billing Party to the Billed Party*** has increased ***for services under this Agreement by more than twenty-five (25%) over the most recent six-month period, and (ii) the Billed Party (or its parent holding company) does not have total assets of at least five billion dollars ($5,000,000,000.00)***,	1.8.3 Subsequent Determination of Creditworthiness. Subject to a standard of commercial reasonableness, **if** a material change in the circumstances of **Sprint** so warrants and gross monthly billing has increased for services under this Agreement **beyond the level most recently used to determine the level of security deposit, AT&T-9STATE reserves the right to request additional security subject to the criteria set forth in this Section. AT&T-9STATE shall provide Sprint fifteen (15) days written notice of its intent to review Sprint's credit worthiness. Upon intent to review notice, the Parties agree to work together to review Sprint's credit worthiness. Upon completion of the credit review and based on AT&T-9STATE's analysis of the AT&T Credit Profile and other relevant information**

	1.8.4 ***If the conditions required in 1.8.3 are met and the Billed Party does not otherwise have a good payment history, the Billing Party may provide the Billed Party fifteen (15) days written notice of the Billing Party's intent to review the Billed Party's credit worthiness. Upon the Billed Party's receipt of the Billing's Party's intent to review notice, the Parties agree to work together to determine the need for or amount of a reasonable initial or increase in deposit. If there is any dispute regarding whether the conditions required in 1.8.3 have been met, or the Parties are otherwise unable to agree upon a reasonable initial or increase in deposit, then the Billing Party must file a petition for resolution of the dispute. Such petition shall be filed with the Commission in the state in which the Billed Party has the highest amount of charges billed under this Agreement. The Parties agree that the decision ordered by such Commission will be binding within all of the AT&T-9STATES.***	**regarding Sprint's financial condition, AT&T-9STATE reserves the right to require Sprint to provide AT&T-9STATE with a suitable form of security deposit for Sprint's account.** **1.8.4 If AT&T-9STATE requires Sprint to provide a security deposit for new Service, Sprint shall provide such security deposit prior to the Inauguration of such new Service. If AT&T-9STATE requests additional security deposit (or requires a security deposit if none was previously requested), Sprint shall pay any applicable security deposit for existing service within (a) fifteen (15) days of the deposit request notice if the deposit request amount is less than or equal to $5 million for all AT&T states combined, or (b) thirty (30) days of the deposit request notice if the deposit request amount is greater than $5 million for all AT&T states combined. Such notice period will start the first business day after the deposit request notice is rendered. If the deposit request amount is greater than $5 million for all AT&T states combined, the deposit request notice and a written explanation of the factors used to determine credit worthiness will be sent by overnight mail to Sprint. If the deposit request amount is less than or equal to $5 million for all AT&T states combined, the deposit request may be rendered by certified mail or overnight delivery and a written explanation of the factors used to determine credit worthiness will be mailed to Sprint only if a written request for said information is received from Sprint. If, in the absence of any dispute or agreed to extension by the Parties, Sprint fails to secure the deposit requested pursuant to this Section by AT&T-9STATE within the time frames provided in this subsection above, AT&T-9STATE may commence to discontinue service in accordance with Section 1.19 of this Attachment. Sprint may fulfill the security deposit requirement determined in accordance with the terms of this Attachment by Surety Bond (AT&T form), Letter of Credit (AT&T form), cash, or any other form of security proposed by Sprint and acceptable to AT&T-9STATE, or any combination of the above. If the security deposit requirement is in the form of cash, interest shall accrue on the Cash Deposit in accordance with AT&T-9STATE's tariff on cash deposits, or at twelve percent (12%) per annum, whichever is less. The amount of the security deposit determined in accordance with the terms of this Attachment shall not exceed two (2) month's estimated billing for new CLECs or two (2) month's actual billing under this Agreement for existing CLECs.**
	1.8.5 Any such ***agreed to or Commission-ordered*** security shall in no way release the ***Billed Party*** from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in this Attachment.	1.8.5 Any such security shall in no way release the **existing CLEC** from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in this Attachment. **1.8.6 AT&T-9STATE will not require a security deposit from existing CLECs that meet the following factors:** **1.8.6.1 The CLEC must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is aged beyond the due date. Only good faith disputes submitted to AT&T-9STATE pursuant to the procedures set forth in the Parties' interconnection agreement will be considered in determining the "non-disputed receivable balance."** **1.8.6.2 The existing CLEC's liquidity status, based upon a review of Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA), is EBITDA positive for the prior four (4) quarters of**

	1.8.7 ***The Billing Party*** shall release or return any security ***deposit***, within thirty (30) days of its determination that such security is no longer required by the terms of this Attachment, or within thirty (30) days of the Parties establishing that ***the Billed Party*** satisfies the standards set forth in this Attachment or at any such time as the provision of service to ***the Billed Party*** is terminated pursuant to this Agreement as applicable. The amount of the deposit will first be credited against any of ***the Billed Party's*** outstanding account(s), and any remaining credit balance will be refunded within thirty (30) days.	**financials (at least one (1) of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.** **1.8.6.3 If the existing CLEC has a current bond rating, it must have a bond rating of BBB or above, or has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:** **1.8.6.3.1 Free cash flow positive;** **1.8.6.3.2 Positive tangible net worth;** **1.8.6.3.3 Debt/tangible net worth ratio between 0 and 2.5; and** **1.8.6.3.4 Customer is compliant with all financial maintenance covenants.** 1.8.7 **AT&T-9STATE** shall release or return any security, within thirty (30) days of its determination that such security is no longer required by the terms of this Attachment, or within thirty (30) days of the Parties establishing that **it** satisfies the standards set forth in this Attachment or at any such time as the provision of service to **Sprint** is terminated pursuant to this Agreement as applicable. The amount of the deposit will first be credited against any of **Sprint's** outstanding account(s), and any remaining credit balance will be refunded within thirty (30) days. **1.8.8 If at any time subsequent to the return of a deposit, Sprint evinces a poor payment history or fails to satisfy the conditions set forth in this deposit policy, AT&T-9STATE may require a security deposit.** **1.8.9 If Sprint provides a security deposit or additional security deposit in the form of an irrevocable Letter of Credit as required herein, Sprint shall maintain the Irrevocable Letter of Credit until it has been determined that such security is no longer required by the terms of this Attachment. If Sprint is in default of its payment obligations under this Attachment and fails to maintain the irrevocable Letter of Credit, AT&T-9STATE may draw down the full amount of such Letter of Credit, within forty-eight (48) hours prior to its expiration, if Sprint fails to renew the letter of credit or fails to provide AT&T-9STATE with evidence that Sprint has obtained a suitable replacement for the Letter of Credit. If Sprint provides a security deposit or additional security deposit in the form of a surety bond as required herein and the bonding company's credit rating falls below a rating of B, Sprint shall provide AT&T-9STATE with suitable security deposit to replace the surety bond. If Sprint fails to provide a suitable replacement for the surety bond within thirty (30) days of AT&T-9STATE's written notice to Sprint that other security is required, AT&T-9STATE may take action on such surety bond and apply the proceeds to Sprint's account.**
IV.C.	3. Billing Dispute Resolution	3. Billing Dispute Resolution

	3.1 Finality of Billing Disputes: 3.1.1 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the **twenty-four (24)** months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts. . 3.3.1 A "Billing Dispute" means a dispute of a specific amount of money actually billed by the Billing Party. ***The Billed Party may, at its sole option and in its sole discretion, submit disputes through the use of either (a) the Billed Party's internal processes to prepare and submit disputes, or (b) a Billing Party proposed "Billing Claims Dispute Form", subject to the Billing Party paying all non-recurring and recurring costs the Billed Party may incur to modify the Billed Party's Internal processes to use such proposed form.*** The dispute must be made by the Disputing Party in writing and supported by documentation, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the date and account number or other identification (i.e., CABS/ESBA/ASBS or BAN number) of the bill in question; telephone number, circuit ID number or trunk number in question if applicable; any USOC (or other descriptive information) relating to the item in question; and the amount billed. By way of example and not by limitation, a Billing Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Billing Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Billing Dispute for purposes of this Section. Once the Billing Dispute is resolved the Disputing Party will make payment on any of the resolved disputed amount owed to the Billing Party as part of the next immediately available bill-payment cycle for the specific account, or the Billing Party shall have the right to pursue normal treatment procedures. Any credits due to the Disputing Party, pursuant to the Billing Dispute, will be applied to the Disputing Party's account by the Billing Party upon resolution of the dispute as part of the next available invoice cycle for the specific account.	3.1 Finality of Billing Disputes: 3.1.1 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the **twelve (12)** months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts. 3.3.1 A "Billing Dispute" means a dispute of a specific amount of money actually billed by the Billing Party. The dispute must be made on **the Billing Party's dispute form, if any**, by the Disputing Party in writing and supported by documentation, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the date and account number or other identification (i.e., CABS/ESBA/ASBS or BAN number) of the bill in question; telephone number, circuit ID number or trunk number in question if applicable; any USOC (or other descriptive information) relating to the item in question; and the amount billed. By way of example and not by limitation, a Billing Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Billing Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Billing Dispute for purposes of this Section. Once the Billing Dispute is resolved the Disputing Party will make payment of the resolved disputed amount owed to the Billing Party as part of the next immediately available bill-payment cycle for the specific account, or the Billing Party shall have the right to pursue normal treatment procedures. Any credits due to the Disputing Party, pursuant to the Billing Dispute, will be applied to the Disputing Party's account by the Billing Party upon resolution of the dispute as part of the next available invoice cycle for the specific account.
IV.D.	**"Non-Paying Party"** means the Party that has not made payment ***of undisputed amounts*** by the Bill Due Date of all amounts within the bill rendered by the Billing Party. **"Unpaid Charges"** means any ***undisputed*** charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date. 1.12 If any unpaid portion of an amount due to the Billing Party under this Agreement is subject to a Billing Dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party.	**"Non-Paying Party"** means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party. **"Unpaid Charges"** means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date. 1.12 If any unpaid portion of an amount due to the Billing Party under this Agreement is subject to a Billing Dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay **(i)** all undisputed amounts to the Billing Party**, and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation, into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.**

	Sprint does not propose escrow language	3.3.2 The Billed Party must provide evidence to the Billing Party that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in the Requirements to Establish Escrow Accounts Section above of this Agreement and deposited all unpaid charges except compensation for the termination of 251(b)(5) Traffic or ISP-Bound Traffic into that escrow account in order for those Unpaid Charges to be deemed a Billing Dispute". Failure to provide the information and evidence required by this Section 3 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute the Billed Party's irrevocable and full waiver of its right to dispute the subject charges. 1.13 Requirements to Establish Escrow Accounts. 1.13.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria: 1.13.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States; 1.13.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and 1.13.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers. 1.13.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria: 1.13.2.1 The escrow account must be an interest bearing account; 1.13.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Party in the same proportion as the Party fails to prevail in the Dispute(s) or in some other proportion as the Parties agree; 1.13.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent; 1.13.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal is distributed or in some other proportion as the Parties agree; and 1.13.2.5 disbursements from the escrow account will be limited to those: 1.13.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or 1.13.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 3.0 below; or 1.13.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 3.0 below. 1.14 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 1.3 above. 1.15 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 3.0 below. 1.16 With respect to escrowed disputes, if any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are

		completed: **1.16.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;** **1.16.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;** **1.16.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and** **1.16.4 no later than the third (3rd) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 1.3 above.** **1.17 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 1.16.3 above and Section 1.16.4 above are completed within the times specified therein.** **1.18 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 1.16 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.**
IV.E.	**CMRS and CLEC** **"Discontinuance Notice"** means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party within ***forty-five (45)*** calendar days following receipt of the Billing Party's notice of undisputed Unpaid Charges. 2.0 Nonpayment and Procedures for Disconnection 2.1 If a party is furnished interconnection Services, under the terms of this agreement in more than one (1) state, this section 2.0, shall be applied separately for each state. 2.2 Failure to ***make payment as required by Section 1.12 will*** be grounds for disconnection of the Interconnection Services furnished under this Agreement, ***for which payment was required.*** If a Party fails to ***make such*** **payment,** the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within ***forty-five (45)*** calendar days of the Discontinuance Notice.	**CMRS and CLEC** "**Discontinuance Notice**" means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party within **fifteen (15)** calendar days following receipt of the Billing Party's notice of undisputed Unpaid Charges. 2.0 Nonpayment and Procedures for Disconnection 2.1 If a party is furnished interconnection Services, under the terms of this agreement in more than one (1) state, this section 2.0, shall be applied separately for each state. 2.2 Failure to **pay charges shall** be grounds for disconnection of the Interconnection Services furnished under this Agreement. If a Party fails to **pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date,** the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within **fifteen (15)** calendar days of the Discontinuance Notice.

	2.3 ***Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.***	2.3 **AT&T-9STATE will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.**
	2.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ***forty-five (45)*** calendar days following receipt of the Billing Party's notice of Unpaid Charges:	2.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than **fifteen (15)** calendar days following receipt of the Billing Party's notice of Unpaid Charges:
	2.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in the Dispute Resolution Section of this Attachment 7, together with the reasons for its dispute; and	2.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in the Dispute Resolution Section of this Attachment 7, together with the reasons for its dispute; and
	2.4.2 pay all undisputed Unpaid Charges to the Billing Party	2.4.2 pay all undisputed Unpaid Charges to the Billing Party**; and**
		2.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from compensation for the termination of 251(b)(5) Traffic or ISP-Bound Traffic) into an interest bearing escrow account that complies with the requirements set forth in the Requirements to Establish Escrow Accounts Section above; and
		2.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in the Requirements to Establish Escrow Accounts Section above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from compensation for the termination of 251(b)(5) Traffic or ISP-Bound Traffic). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from compensation for the termination of 251(b)(5) Traffic or ISP-Bound Traffic) has been deposited into an escrow account that complies with the Requirements to Establish Escrow Accounts Section above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under the Dispute Resolution Section below.
	2.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth Section 3.0 below.	2.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth Section 3.0 below.
		2.6 If the Non-Paying Party fails to:
		2.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 2.2 above.
		2.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account

		that complies with all of the terms set forth above within the time specified in Section 2.2 above. 2.6.3 timely furnish any assurance of payment requested in accordance with the Assurance of Payment Section above; or 2.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in the above sections within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options: 2.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement; 2.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement. 2.7 Where required, a copy of the demand provided to Sprint under Section 2.6 will also be provided to the Commission at the same time. 2.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options above: 2.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date [FOLLOWING WORDS ARE NOT APPLICABLE TO WIRELESS], and will exclude any affected application, request, order or service from any otherwise Performance Measure. **CMRS Only** 2.9 For AT&T-9STATE, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 2.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law: 2.9.1 cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and 2.9.2 disconnect any interconnection products and/or services furnished under this Agreement. 2.9.3 Discontinue providing any Interconnection products and/or services furnished under this Agreement.

IV.G.1. **RESOLVED**		
IV.H.	Sprint feels that 5.1.2 is covered by their RAO Hosting and that 5.1.2 should no longer be needed.	**5.** Non-Intercompany Settlement System (NICS) General Provisions **5.1.2 AT&T-9STATE will also collect the revenue earned by Sprint within the AT&T-9STATE territory from another LEC also within the AT&T-9STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of Sprint. AT&T-9STATE will remit the revenue billed by Sprint within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T-9STATE and the resulting charge or credit issued to Sprint via a monthly invoice in arrears.**
V.C.	(1) Sprint does not believe AT&T's corporate name change language is necessary or appropriate.	16. Assignment **or Corporate Name Change** **16.3 Corporate Name Change and/or change in "d/b/a" only:** **CLEC** **16.3.1 Any change in Sprint's corporate name including a change in the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the name is changing, and which does not include a change to an OCN/ACNA, constitutes a Name Change under this Section. For any such Name Change for which Sprint desires to change the name on its records or AT&T-9STATE reasonably requires the name be changed to reflect the new name (e.g., in cases where Sprint were to buy a part of a company's assets but did not purchase the codes), Sprint will incur a record order charge for each Sprint CABS BAN. For any products not billed in CABS, to the extent a record order change is requested by Sprint or reasonably required by AT&T-9STATE; a record order charge will apply at the rate set forth in the Pricing Schedule.** **16.3.2 The Parties agree to amend this Agreement to appropriately reflect any Name Change including a change in d/b/a.** **CMRS** **16.3.1 Any change in Carrier's corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the Carrier name is changing, and which does not include a change to Carrier's OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.**

	(2) Sprint does not believe AT&T's company code change language is necessary or appropriate.	16.3.2 The Parties agree to amend this Agreement to appropriately reflect any CMRS Provider Name Change including a change in d/b/a. 16.4 Company Code Change: 16.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of Assets provisioned under this Agreement, where the OCN/ACNA formerly assigned to such Assets is changing constitutes a Company Code Change under this Section. For the purposes of this Section13.4, "Assets" means any Interconnection, 251(c)(3) UNEs, function, facility, product or service provided under this Agreement. Sprint shall provide AT&T-9STATE with ninety (90) days written Notice in advance of any record or billing changes required or requested by Sprint associated with a Company Code Change and obtain AT&T-9STATE's consent. AT&T-9STATE shall not unreasonably withhold consent to a Company Code Change; provided, however, AT&T-9STATE's consent to any Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, owed under this Agreement and payment of any outstanding charges associated with the Assets, unless such charges have been disputed in accordance with the Dispute Resolution provisions. *[Note: AT&T's proposed Wireless language is identical with the exception that "251(c)(3) UNEs" is deleted.]* CLEC 16.4.2 For any Company Code Change, Sprint must submit a service order to AT&T-9STATE changing the OCN/ACNA for each End User record (or equivalent) or each circuit ID number as applicable. Sprint shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a Company Code Change. In addition, Sprint shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation. CMRS 16.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&T-9STATE changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a CMRS Provider Company Code Change; such charges are contained in the applicable AT&T-9STATE tariffs. In addition, Carrier shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&T-9STATE.

Docket Nos. 2010-154-C and 2010-155-C
Exhibit 2 to Joint DPL
AT&T's Proposed Transit Language
(Wireless)

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

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1.0 Introduction

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

1.2 **AT&T-9STATE** offers this Transit Traffic Service to SPRINT where SPRINT is authorized to operate and deliver Telecommunications Traffic pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws.

2.0 Definitions

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

2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").

2.2 "ISP-Bound Traffic", means Telecommunications Traffic exchanged between SPRINT's End User and an Internet Service Provider ("ISP") served by a Third Party Terminating Carrier.

2.3 "IntraLATA InterMTA Traffic" means traffic exchanged between SPRINT's End Users and the End Users of a LEC Third Party Terminating Carrier which subtends an **AT&T-9STATE** Tandem, where: 1) the Transit Traffic originates in one Major Trading Area ("MTA"), but terminates in another MTA; and 2) where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must: 1) terminate to a Third Party Terminating Carrier's End User, and 2) not transit through an IXC or other intermediary.

2.4 "Section 251(b)(5) Traffic" means completed calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. Section 251(b)(5) Calls does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party's network. To determine whether traffic falls within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:

(a) For **AT&T-9STATE**, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling party at the beginning of the call or the called party at the terminating end of the call.

(b) For SPRINT, the origination or termination point of a call shall be the cell site that serves, respectively, the calling or called party at the beginning of the call.

2.5 "Third Party Carrier" means a Telecommunications Carrier that is not a party to this Agreement.

2.6 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service provider (CMRS) or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits **AT&T-9STATE's** network and is delivered to SPRINT.

2.7 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when SPRINT uses **AT&T-9STATE's** Transit Traffic Service (e.g., CLEC, ILEC, CMRS or OELEC).

2.8 "Transit Service Provider" means **AT&T-9STATE** when providing its Transit Traffic Service.

2.9 "Transit Traffic" means traffic originating on SPRINT's network that is switched and/or transported by **AT&T-9STATE** and delivered to a Third Party Terminating Carrier, or traffic originating on a Third Party Originating Carrier's network that is switched and/or transported by **AT&T-9STATE** and delivered to SPRINT's network. Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, ISP-Bound Traffic destined to the End Users of a Third Party Terminating Carrier and is routed utilizing an **AT&T-9STATE** Tandem Switch where an **AT&T-9STATE** End User is neither the originating nor the terminating party. **AT&T-9STATE** neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with **AT&T-9STATE** including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, or Wholesale Local Platform Service agreement(s) as applicable is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic does not include traffic to or from IXCs.

2.10 "Transit Traffic Service" is an optional non Section 251 switching and intermediate transport service provided by **AT&T-9STATE** for Transit Traffic between SPRINT and **AT&T-9STATE**, where SPRINT is directly interconnected with an **AT&T-9STATE** Tandem.

2.11 "Switched Access Traffic" means an offering of access to **AT&T-9STATE's** network for the purpose of the origination of the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

3.0 Responsibilities of the Parties

3.1 **AT&T-9STATE** will provide SPRINT with **AT&T-9STATE's** Transit Traffic Service to all Third Party Terminating Carriers with which **AT&T-9STATE** is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.

3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on SPRINT's network. Transit Traffic Service rates do not apply to calls originating with or terminating to an **AT&T-9STATE** End User.

3.3 Transit Traffic Service rates apply to all Minutes-Of-Use ("MOUs") for which SPRINT sends Transit Traffic to a Third Party Terminating Carrier's network. SPRINT agrees to compensate **AT&T-9STATE** for the Transit Traffic Services provided by **AT&T-9STATE**, at the rates set forth in the attached Transit Traffic Service Pricing Exhibit, as applicable.

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

3.5 The rates that **AT&T-9STATE** shall charge SPRINT for Transit Traffic Services are set forth in the Transit Traffic Rate Application section, below and in the attached Transit Traffic Service Pricing Exhibit.

3.6 **AT&T-9STATE** - Transit Billing Requirements

3.6.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

3.6.2 Subject to SPRINT providing all necessary information, **AT&T-9STATE** agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with **AT&T-9STATE**. **AT&T-9STATE** shall pass Electronic Message Interface (EMI) 1101 call records to SPRINT at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then SPRINT shall be responsible for all costs and charges incurred by **AT&T-9STATE** for Transit Traffic originated by SPRINT.

3.6.3 Information required from SPRINT participating in EMI billing with **AT&T-9STATE** includes, but is not limited to:

(i) Regional Accounting Office code (RAO)

(ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, **AT&T-9STATE** will only render a bill to SPRINT.

(iii) a unique Access Carrier Name Abbreviation (ACNA)

(iv) Percent Interstate Usage

(v) Percent Local Usage

(vi) 800 Service Percent Interstate Usage or default of fifty percent (50%)

(vii) Billing Interconnection Percentage

(viii) Screening Telephone Number (STN) for each interconnection trunk group from SPRINT's dedicated NXX that sub-tends an **AT&T-9STATE** Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the SPRINT's **AT&T-9STATE** Type 2A trunk interconnection exists.

3.6.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for **AT&T-9STATE** and one hundred percent (100%) for SPRINT will be used, if SPRINT does not file with NECA to establish a BIP other than this default BIP.

3.6.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within **AT&T-9STATE**'s franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an **AT&T-9STATE** Tandem and has a Rate Center that sub-tends the same **AT&T-9STATE** Tandem. Tandem level interconnections with **AT&T-9STATE** are required, and SPRINT must deliver all Transit Traffic to **AT&T-9STATE** over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if SPRINT has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-**AT&T-9STATE** SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.

3.6.6 SPRINT will compensate **AT&T-9STATE** at the rate set forth in Transit Traffic Service Pricing Exhibit, attached hereto.

4.0 SPRINT-Originated Transit Traffic

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

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

4.2 In the event SPRINT originates Transit Traffic destined for a Third Party Terminating Carrier with which SPRINT does not have a traffic compensation arrangement and a regulatory agency or court orders **AT&T-9STATE** to pay such Third Party Carrier termination charges for the Transit Traffic **AT&T-9STATE** has delivered, SPRINT will indemnify **AT&T-9STATE** for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, **AT&T-9STATE** agrees to allow SPRINT to participate as a party.

4.3 SPRINT will be responsible for sending the Calling Party Number (CPN) for calls delivered to **AT&T-9STATE**'s network. SPRINT shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If **AT&T-9STATE** identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then SPRINT agrees to cooperate to investigate and take corrective action. If SPRINT is sending CPN to **AT&T-9STATE**, but **AT&T-9STATE** is not properly receiving the information, then SPRINT will work cooperatively with **AT&T-9STATE** to correct the problem. If **AT&T-9STATE** does not receive CPN from SPRINT, then **AT&T-9STATE** cannot forward any CPN, and SPRINT will indemnify, defend and hold harmless **AT&T-9STATE** from any and all Losses arising out of the failure of any traffic transiting **AT&T-9STATE**'s network to have CPN.

4.4 SPRINT, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 SPRINT-Terminated Transit Traffic

5.1 SPRINT shall not charge **AT&T-9STATE** when **AT&T-9STATE** provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to SPRINT.

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

5.3 SPRINT agrees to seek terminating compensation directly from the Third Party Originating Carrier. **AT&T-9STATE**, as the Transit Service Provider, will not be obligated to pay SPRINT for Transit Traffic or be considered as the default originator of the Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

6.1 In each LATA in which SPRINT has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through **AT&T-9STATE**, SPRINT shall trunk from each of its MSCs to all **AT&T-9STATE** Tandems in such LATA; or, in the event SPRINT has no MSC in a LATA in which it desires to send Transit Traffic through **AT&T-9STATE**, then SPRINT shall establish one or more POIs within such LATA and trunk from each of its POIs to all **AT&T-9STATE** Tandems in such LATA.

6.2 SPRINT shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate **AT&T-9STATE** Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch.

6.3 Transit Traffic not routed to the appropriate **AT&T-9STATE** Tandem by SPRINT shall be considered misrouted. Transit Traffic routed by SPRINT at or through any **AT&T-9STATE** End Office Switch shall be considered misrouted.

6.4 Upon written notification from **AT&T-9STATE** of misrouting of Transit Traffic by SPRINT as identified above, SPRINT will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.

6.5 **AT&T-9STATE** Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to SPRINT's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements

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

8.0 Transit Traffic Rate Application

8.1 Unless otherwise specified below or in the Transit Traffic Service Pricing Exhibit, Transit Traffic Services rates apply to all Minutes-of-Use ("MOU" or "MOUs"), when SPRINT sends Transit Traffic to a Third Party Terminating Carrier's network through **AT&T-9STATE's** Tandem Office Switch, where an **AT&T-9STATE** End User is neither the originating nor the terminating party. SPRINT agrees to compensate **AT&T-9STATE**, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.

8.1.1 Transit Rate Elements - the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit attached hereto):

8.1.1.1 **AT&T-9STATE**

Intermediary Charge - charge for Transit Service on a per MOU basis

Transit Traffic Service Rate - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Transit Traffic Service Rate - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				
								Nonrecurring		Nonrecurring Disconnect	
							Rec	First	Add'l	First	Add'l
TRANSIT											
		Local Intermediary Charge, composite, per MOU					0.0020				

Docket Nos. 2010-154-C and 2010-155-C
Exhibit 3 to Joint DPL
AT&T's Proposed Transit Language
(Wireline)

AT&T-9STATE's
TRANSIT TRAFFIC SERVICE Exhibit

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1.0 Introduction

1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of **AT&T-9STATE's** Transit Traffic Service when **AT&T-9STATE** is acting as a Transit Service Provider. **AT&T-9STATE's** Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with (or terminate to) **AT&T-9STATE's** End User. Transit Traffic Service allows [INSERT Customer Legal Name] ("CLEC" as referenced as "[INSERT Customer Short Name]") to exchange CLEC originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier utilizing **AT&T-9STATE's** Transit Traffic Service.

1.2 **AT&T-9STATE** offers this Transit Traffic Service Exhibit to interconnected Competitive Local Exchange Carriers ("Competitive LECs") or to interconnected Out of Exchange Local Exchange Carriers (OELECs) (i.e., carriers that interconnect with **AT&T-9STATE's** network but operate and/or provide Telecommunications Services outside of **AT&T-9STATE's** incumbent local exchange area).

2.0 Definitions

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

2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").

2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.

2.3 "End Office" or "End Office Switch" is an **AT&T-9STATE** switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services.

2.4 "Exchange Service" means Telephone Exchange Service as defined in the Telecommunications Act of 1996.

2.5 "ISP-Bound Traffic", for the purposes of this Transit Traffic Service Exhibit is defined as Telecommunications Traffic exchanged between CLEC's End User and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.

2.6 "IntraLATA Toll Traffic" is defined as traffic exchanged between CLEC's End Users and the end users of a Third Party Terminating Carrier which subtends an **AT&T-9STATE** Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Exhibit, traffic between CLEC's End Users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the **AT&T-9STATE** local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

2.7 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

2.8 "Section 251(b)(5) Traffic" means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC's End Users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).

2.9 "Section 251(b)(5)/IntraLATA Toll Traffic" for the purposes of this Exhibit means, (i) Section 251(b)(5) Traffic, and/or (ii) ISP-bound Traffic, and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

2.10 "Tandem" or "Tandem Switch" is an **AT&T-9STATE** switch used to connect Trunks between and among other Central Office Switches.

2.11 "Third Party Trunk Group" (**AT&T SOUTHEAST REGION 9-STATE**) is a trunk group between CLEC and **AT&T SOUTHEAST REGION 9-STATE**'s Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an **AT&T SOUTHEAST REGION 9-STATE** End User. All such traffic is collectively referred to as Third Party Traffic.

2.12 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive LEC, Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits **AT&T-9STATE**'s network and is delivered to CLEC.

2.13 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC uses **AT&T-9STATE**'s Transit Traffic Service (e.g., Competitive LEC, ILEC, CMRS provider or OELEC).

2.14 "Transit Service Provider" means **AT&T-9STATE** when providing its Transit Traffic Service.

2.15 "Transit Traffic" means traffic originating on CLEC's network that is switched and/or transported by **AT&T-9STATE** and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and/or transported by **AT&T-9STATE** and delivered to CLEC's network. A call that is originated or terminated by a Competitive LEC purchasing local switching pursuant to a commercial agreement with **AT&T-9STATE** including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELCS calls but does not include traffic to/from IXCs.

2.16 "Transit Traffic Service" is an optional non Section 251 switching and intermediate transport service provided by **AT&T-9STATE** to CLEC where CLEC is directly interconnected with an **AT&T-9STATE** Tandem. **AT&T-9STATE** neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Exhibit, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic within the same LATA, ISP-Bound Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an **AT&T-9STATE** Tandem Switch where an **AT&T-9STATE** End User is neither the originating nor the terminating Party.

2.17 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CLEC's network with **AT&T-9STATE**'s network for the purpose of interconnection pursuant to the Act.

3.0 Responsibilities of the Parties

3.1 **AT&T-9STATE** will provide CLEC with **AT&T-9STATE's** Transit Traffic Service to all Third Party Terminating Carriers with whom **AT&T-9STATE** is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.

3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an **AT&T-9STATE** End User.

3.3 Transit Traffic Service rates apply to all minutes of use (MOUs) when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network. CLEC agrees to compensate **AT&T-9STATE** for the Transit Traffic Service provided at the rates set forth in the attached Transit Traffic Service Pricing Exhibit.

4.0 CLEC Originated Traffic

4.1 CLEC has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to **AT&T-9STATE** for transiting to such Third Party Terminating Carriers. In no event will **AT&T-9STATE** have any liability to CLEC or any Third Party if CLEC fails to enter into such traffic compensation arrangements. In the event CLEC originates traffic that transits **AT&T-9STATE**'s network to reach a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless **AT&T-9STATE** against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and **AT&T-9STATE** will bill their respective charges directly to CLEC. **AT&T-9STATE** will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will **AT&T-9STATE** be required to pay any termination charges to the Third Party Terminating Carrier.

4.2 In the event CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement and a regulatory agency or court orders **AT&T-9STATE** to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic **AT&T-9STATE** has delivered, CLEC will indemnify **AT&T-9STATE** for any and all charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, **AT&T-9STATE** agrees to allow CLEC to participate as a Party.

4.3 CLEC will be responsible for sending the Calling Party Number (CPN) for calls delivered to **AT&T-9STATE**'s network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If **AT&T-9STATE** identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CLEC agrees to cooperate to investigate and take corrective action. If CLEC is passing CPN but **AT&T-9STATE** is not properly receiving information, CLEC will work cooperatively to correct the problem. If the CPN is not received from the CLEC, **AT&T-9STATE** can not forward the CPN and CLEC will indemnify, defend and hold harmless **AT&T-9STATE** from any and all Losses arising out of the failure of any traffic transiting **AT&T-9STATE**'s network to have CPN.

4.4 CLEC, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

5.1 CLEC shall not charge **AT&T-9STATE** when **AT&T-9STATE** provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC.

5.2 When **AT&T-9STATE,** operating as a Transit Service Provider, routes Transit Traffic to CLEC from a Third Party Originating Carrier, **AT&T-9STATE** agrees to pass the originating CPN information to CLEC as provided by the Third Party Originating Carrier.

5.3 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CLEC from **AT&T-9STATE** serving as the Transit Service Provider. Where **AT&T-9STATE** is providing a Transit Traffic Service, **AT&T-9STATE** will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, **AT&T-9STATE** can not forward the CPN; therefore, CLEC will indemnify, defend and hold harmless **AT&T-9STATE** from any and all Losses. If **AT&T-9STATE** or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CLEC agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but **AT&T-9STATE** or CLEC is not properly receiving information, CLEC will work cooperatively to correct the problem.

5.4 CLEC agrees to seek terminating compensation directly from the Third Party Originating Carrier. **AT&T-9STATE**, as the Transit Service Provider will not be obligated to pay for Transit Traffic or be considered as the default originator.

6.0 Transit Traffic Trunk Groups

6.1 **AT&T SOUTHEAST REGION 9-STATE** – Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Interconnection Agreement(s) for Transit Trunk Groups or Third Party Trunk Groups will be utilized for the routing of Transit Traffic.

6.2 Transit Traffic not routed to the appropriate **AT&T-9STATE** Tandem shall be considered misrouted. Transit Traffic routed at or through any **AT&T-9STATE** End Office Switch shall be considered misrouted.

6.3 Upon written notification from **AT&T-9STATE** of misrouting of Transit Traffic by CLEC as identified above, CLEC will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than 60 calendar days) after receipt of notification of such misrouting.

7.0 Direct Trunking Requirements

7.1 When Transit Traffic from CLEC routed through the **AT&T-9STATE** Tandem to another Local Exchange Carrier, CLEC or wireless carrier, requires twenty-four (24) or more trunks, upon **AT&T-9STATE** written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CLEC shall route Transit Traffic via **AT&T-9STATE's** Tandem switches, and not through any **AT&T-9STATE** End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the **AT&T-9STATE** Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

8.0 Transit Traffic Rate Application

8.1 Unless otherwise specified, Transit Traffic Services rates apply to all MOUs when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through **AT&T-9STATE's** tandem switch where an **AT&T-9STATE** End User is neither the originating nor the terminating Party. CLEC agrees to compensate **AT&T-9STATE** operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.

8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit, attached hereto):

8.1.1.1 **AT&T SOUTHEAST REGION 9-STATE**

Tandem Intermediary Charge (TIC) - charge for Transit Service on a per MOU basis

8.2 **AT&T SOUTHEAST REGION 9-STATE** Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with **AT&T SOUTHEAST REGION 9-STATE** shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.3 **AT&T SOUTHEAST REGION 9-STATE** CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to **AT&T SOUTHEAST REGION 9-STATE** as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																
	* Tandem Intermediary Charge (TIC) per MOU					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges															

Traffic Traffic Service Pricing Exhibit																	
LOCAL INTERCONNECTION - Florida																	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																	
		The rates applicable to Transit Traffic are the applicable switching and/or transport charges in the Interconnection Agreement Pricing Schedule.															

Traffic Traffic Service Pricing Exhibit																	
LOCAL INTERCONNECTION - Georgia																	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																	
		The rates applicable to Transit Traffic are the applicable switching and/or transport charges in the Interconnection Agreement Pricing Schedule.															

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																
	* Tandem Intermediary Charge (TIC) per MOU					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges															

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																	
		* Tandem Intermediary Charge (TIC) per MOU					0.0015										
		* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges															

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																	
		The rates applicable to Transit Traffic are the applicable switching and/or transport charges in the Interconnection Agreement Pricing Schedule.															

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																
	* Tandem Intermediary Charge (TIC) per MOU					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges															

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																	
		* Tandem Intermediary Charge (TIC) per MOU					0.0015										
		* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges															

Traffic Traffic Service Pricing Exhibit

LOCAL INTERCONNECTION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION TRANSIT																	
		The rates applicable to Transit Traffic are the applicable switching and/or transport charges in the Interconnection Agreement Pricing Schedule.															

STATE OF SOUTH CAROLINA)
) CERTIFICATE OF SERVICE
COUNTY OF RICHLAND)

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina") and that she has caused the final Decision Point List ("DPL") to be served on all parties of record in Docket No. 2010-154-C and Docket No. 2010-155-C by the method indicated below on August 2, 2010:

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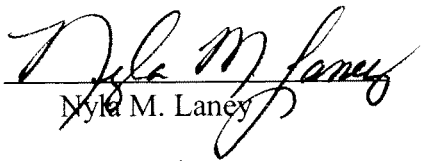

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