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S.C. PUBLIC SERVICE COMMISSION
RECEIVED
UTILITIES DEPARTMENT

October 1, 1999

Mr. Gary E. Walsh
Executive Director
The Public Service Commission
P. O. Drawer 11649
Columbia, SC 29211

In Re Interconnection Agreement Between GTE South Incorporation and Sprintcom, Inc. d/b/a Sprint PCS

Dear Mr. Walsh:

Enclosed you will find three copies of the above referenced agreement which is being filed with your office for consideration and approval. I am also forwarding a copy of same as an electronic file. Should you have any questions concerning this matter please do not hesitate to contact my office.

Very truly yours,

STAN J. BUGNER
State Director,
Government Affairs

:wrr

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

SPRINTCOM, INC.,
D/B/A SPRINT PCS

FOR THE STATE OF SOUTH CAROLINA

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This Interconnection Agreement (the "Agreement"), is entered into by and between GTE South Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and SprintCom, Inc., d/b/a Sprint PCS, in its capacity as a provider of two-way wireless service ("Sprint PCS"), with its address for this Agreement at Sprint PCS, 11880 College Blvd., Overland Park, KS 66210 (GTE and Sprint PCS being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of South Carolina only (the "State").

WHEREAS, interconnection between telecommunications providers is necessary and desirable for the mutual exchange and termination of traffic originating on each telecommunications provider's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and physical collocation of equipment in LEC premises;

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

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers. This Agreement also governs the collocation of certain equipment of Sprint PCS in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the South Carolina Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to either Party's cost recovery covered in this Agreement.

Certain services and facilities, not identified in Appendix C, to be provided to Sprint PCS by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II
DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 **Act** - the Communications Act of 1934, as amended.

1.2 **Affiliate** - a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.3 **Applicable Law** - all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.4 **Automatic Location Identification/Data Management System (ALI/DMS)** - the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call.

1.5 **Automatic Number Identification (ANI)** - the number transmitted through the network identifying the calling party.

1.6 **Bellcore** - an organization owned by Scientific Applications International Corp. (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.7 **Business Day** - Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.8 **Central Office Switch** - a switch used to provide telecommunications services including (1) "End Office Switches" which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.9 **CLLI Codes** - Common Language Location Identifier Codes.

1.10 **Commercial Mobile Radio Services (CMRS)** - a radio communication service between wireless and landline stations, or by wireless stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or

to such classes of eligible users as to be effectively available to a substantial portion of the public.

1.11 **Commission** - the Public Utilities/Public Service Commission of the state in which this agreement is filed.

1.12 **Common Channel Signaling (CCS)** - a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.13 **Competitive Local Exchange Carrier (CLEC)** - any company or person authorized to provide local exchange services in competition with an ILEC.

1.14 **Compliance** - environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.15 **Currently Available** - existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

1.16 **Customer** - GTE or Sprint PCS, depending on the context and which Party is receiving the service from the other Party.

1.17 **DS-1** - a service carried at digital signal rate of 1.544 Mbps.

1.18 **DS-3** - a service carried at digital signal rate of 44.736 Mbps.

1.19 **Electronic File Transfer** - a system or process which utilizes an electronic format and protocol to send/receive data files.

1.20 **Enhanced Service Provider (ESP)** - a carrier providing Enhanced Services, as defined in 47 C.F.R. §64.702(a).

1.21 **E-911 Service** - a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.

1.22 **Exchange Message Record (EMR)** - an industry standard record used to exchange telecommunications message information among carriers for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore.

1.23 **Exchange Service** - all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.24 **Exempt Traffic** - traffic that is exchanged between the Parties but which is not subject to compensation under this agreement including, but not limited to, traffic originated by the end user of one Party and terminated to an Enhanced Service Provider interconnected with the other Party.

1.25 **Expanded Interconnection Service (EIS)** - a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.

1.26 **Facility** - all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.

1.27 **FCC** - the Federal Communications Commission.

1.28 **Generator** - under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 44).

1.29 **GTOC** - GTE Telephone Operating Company.

1.30 **Hazardous Chemical** - as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.31 **Hazardous Waste** - as described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.32 **Imminent Danger** - as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.33 **Incumbent Local Exchange Carrier (ILEC)** - any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.34 **Interconnection Facility** - see "Internetwork Facilities".

1.35 **Interconnection Point (IP)** - the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.

1.36 **Interexchange Carrier (IXC)** - a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.37 **Internetwork Facilities** - the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.38 **ISDN User Part (ISUP)** - a part of the SS7 protocol that defines call setup messages and call takedown messages.

1.39 **Line Information Data Base (LIDB)** - one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

1.40 **Line Side** - refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

1.41 **Local Access and Transport Area (LATA)** - a geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.42 **Local Exchange Carrier (LEC)** - any company certified by the Commission and engaged in the provision of telephone exchange service or exchange access. Such term does not include a CMRS provider except to the extent the FCC finds that such service should be included in the definition of such term.

1.43 **Local Exchange Routing Guide (LERG)** - the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.44 **Local Provider** - is used in this Agreement as a generic reference to any provider of local services, i.e., ILECs, CLECs, CMRS Carriers. This includes the Parties to this Agreement.

1.45 **Local Traffic** -for purposes of compensation between Parties, traffic that is originated by an end user of one Party and terminates to an end user of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that the end user of Sprint PCS receives service on a two-way wireless basis. Local Traffic excludes Enhanced Service Providers ("ESP") traffic (e.g., Internet) and Internet Protocol based voice or fax telephony.

1.46 **Main Distribution Frame (MDF)** - the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.47 **Meet-Point Billing (MPB)** - refers to an arrangement whereby two Local Providers jointly provide the transport element of a switched access service to one of the Local Provider's end office switches, with each Local Provider receiving an appropriate share of the transport element revenues as defined by the effective access tariffs or other applicable access rates.

1.48 **Mid-Span Fiber Meet** - an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.

1.49 **MTA** - Major Trading Area as defined by the FCC rules, Part 24.202(a).

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

1.51 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)** - a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more Local Providers.

1.52 **911 Service** - a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.53 **North American Numbering Plan (NANP)** - the system of telephone numbering employed in the United States, Canada, and Caribbean.

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

1.55 **NXX, NXX Code, Central Office Code or CO Code** - the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.56 **Owner and Operator** - as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III, Section 44).

1.57 **Party/Parties** - GTE and/or Sprint PCS.

1.58 **Provider** - GTE or Sprint PCS depending on the context and which Party is providing the service to the other Party.

1.59 **Public Safety Answering Point (PSAP)** - an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed

by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.60 **Rate Center** - the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Local Provider for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center. The Rate Center must be in the same LATA as the associated NPA-NXX.

1.61 **Routing Point** - denotes a location that a Local Provider has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the Local Provider that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.62 **Service Control Point (SCP)** - the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 **Service Switching Point (SSP)** - a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.64 **Signaling Point (SP)** - a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.65 **Signaling System 7 (SS7)** - the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.

1.66 **Signal Transfer Point (STP)** - a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.

1.67 **Subsidiary** - a corporation or other legal entity that is majority owned by a Party.

1.68 **Synchronous Optical Network (SONET)** - synchronous electrical ("STS") or optical channel ("OC") connections between Local Providers.

1.69 **Switched Access Service** - the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff or other applicable access rates. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.70 **Telecommunications Services** - the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.71 **Third Party Contamination** - environmental pollution that is not generated by either Party but results from off-site activities impacting a facility.

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

1.73 **Two-Way Wireless Mobile Telecommunications Service Provider** - a CMRS provider of telephone exchange and exchange access services. CMRS providers are authorized pursuant to 47 U.S.C. § 332 (d) (1) as interpreted by the FCC and the federal courts.

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

1.75 **Vertical Features (including CLASS Features)** - vertical services and switch functionalities provided by either Party, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

1.76 **Wire Center** - a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until July 30, 2000 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's Default, under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4 , for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.

(b) If this Agreement is not continued pursuant to subsection (a) preceding, the existing service arrangements may continue without interruption under (i) under a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice.

Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

6. Responsibility for Payment. GTE may charge Sprint PCS and Sprint PCS will pay GTE a deposit before GTE is required to perform under this agreement if Sprint PCS has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to Sprint PCS. Interest will be paid on the deposit in accordance with state requirements for end user deposits. As of the date of execution of this Agreement, GTE does not require a deposit of Sprint PCS.

7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD, Sprint PCS and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

7.3 Due Date. Payment is due thirty (30) calendar days from the bill date.

7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii)

subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

9. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. Confidential Information.

10.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services placed by Sprint PCS pursuant to this Agreement, and information that would constitute customer proprietary network information of Sprint PCS end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Sprint PCS end users, whether disclosed by Sprint PCS to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, Sprint PCS information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of Sprint PCS for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

10.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

10.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

10.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

11. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

12. Fraud. Each Party assumes responsibility for all fraud associated with its end user customers and accounts. Neither Party shall bear responsibility for, nor is required to investigate or make adjustments to the other Party's account in cases of fraud.

13. Reimbursement of Expenses. In performing under this Agreement GTE may be required by the FCC, Commission or court of competent jurisdiction to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event GTE is entitled to reimbursement from Sprint PCS for all such costs. For all such costs and expenses GTE shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to GTE's common costs. GTE will provide, at Sprint PCS's request, an explanation of the costs and expenses incurred.

14. Dispute Resolution.

14.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

14.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of

settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

14.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or Dallas County, Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

14.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

14.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments, in accordance with this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or

likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

20. Standard Practices. The Parties acknowledge that each Party shall be adopting some industry standard approaches and/or establishing its own standard approaches to various requirements hereunder applicable. The Parties agree that each may implement such approaches to satisfy any obligations under this Agreement.

21. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

22. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

23. Law Enforcement Interface.

    23.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

    23.2 GTE agrees to work jointly with Sprint PCS in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services requested by Sprint PCS for Sprint PCS customers will be billed to Sprint PCS.

    23.3 GTE will, in non-emergency situations, inform the requesting law enforcement agencies that the end user to be wire tapped, traced, etc. is a Sprint PCS Customer and shall refer them to Sprint PCS.

23.4 Subsequent to the execution and approval of this Agreement by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for procedures which will be in compliance with applicable state and federal laws.

24. Liability and Indemnity.

24.1 Indemnification. Subject to the limitations set forth in Section 24.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

24.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from services or facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.

24.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

24.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses GTE may recover, including those under Section 13 above, for the

services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

24.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

26. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 33 of Article III of this Agreement.

27. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

28. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

GTE South Incorporated
Attention: Assistant Vice President/Associate General Counsel
Business Development & Integration
600 Hidden Ridge - E03J43
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403

Copy to:

GTE South Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
700 Hidden Ridge - HQW02H20
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519

If to Sprint PCS:

SprintCom, Inc., d/b/a Sprint PCS
Attention: Carrier Interconnection Management
11880 College Blvd.
Overland Park, KS 66210
Telephone number: 913-315-2604
Facsimile number: 913-315-2531

Copy to:

SprintCom, Inc., d/b/a Sprint PCS
Attention: Senior Attorney Legal/Regulatory
Mail Stop MOKCMM1201
4900 Main
Kansas City, MO 64112
Telephone number: 816-559-2521
Facsimile number: 816-559-2591

29. Protection.

29.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

29.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

30. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Sprint PCS.

31. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

32. Changes in Legal Requirements. GTE and Sprint PCS further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

33. Effective Date. This Agreement will be effective only upon execution and delivery by both Parties. The "effective date" of this Agreement will be the date on which this Agreement is filed with the Commission, subject to approval by the Commission in accordance with Section 252 of the Act. Any modifications to this Agreement as a result of the process of review and approval by the Commission will be deemed to be effective as of the effective date, i.e., the date on which this Agreement was filed with the Commission.

34. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

35. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

37. Service Standards.

    37.1 The Parties will provide a level of services to each other with respect to interconnection under this Agreement in compliance with the nondiscrimination requirements of the Act.

    37.2 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.

38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

40. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

41. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit

such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

41.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

41.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, and Commission surcharges.

42. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

43. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

44. Environmental Responsibility.

44.1 Sprint PCS is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by Sprint PCS. In accordance with Section 44.10, Sprint PCS will indemnify GTE for all claims, fees, penalties, damages, and causes of action with respect to these materials. No substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility. Sprint PCS must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility.

44.2 Sprint PCS, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by GTE when working at a GTE Facility. The Parties acknowledge and

agree that nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that Sprint PCS's compliance with GTE's practices/procedures, with this Agreement, or with GTE's directions or recommendations will achieve compliance with any applicable law. Sprint PCS is responsible for ensuring that all activities conducted by Sprint PCS at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

44.3 GTE and Sprint PCS shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole.

44.4 Sprint PCS shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to Sprint PCS after a complete and proper request by Sprint PCS for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval by GTE. In that case, Sprint PCS must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or compliance with GTE's practices/procedures constitutes a representation or warranty that Sprint PCS's activities will be in compliance with applicable laws, and such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

44.5 If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If Sprint PCS discovers Third Party Contamination, Sprint PCS will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude Sprint PCS from complying with an applicable reporting requirement.

44.6 GTE and Sprint PCS shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, GTE and Sprint PCS must develop a cost sharing procedure.

44.7 When conducting operations in any GTE manhole or vault area, Sprint PCS shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. Sprint PCS shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by Sprint PCS in meeting its obligations under this Section.

44.8 Sprint PCS shall provide reasonable and adequate compensation to GTE for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing

Sprint PCS with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.

44.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between GTE and the land owner. In this regard, Sprint PCS must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

44.10 Notwithstanding Section 23, with respect to environmental responsibility under this Section 44, GTE and Sprint PCS shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the GTE Facility.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to Sprint PCS or by Sprint PCS to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and Sprint PCS. The services and facilities described in this Article IV shall be referred to as the "Services."

1.2 Third Party CMRS Construction and Operation. Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through contractual affiliations with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name and license. Traffic originating on Sprint PCS extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement.

1.3 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Interconnection Point ("IP") for such Services. The Parties shall update Appendix A (including the accompanying Service Attachment - Appendix B) whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.

1.4 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to Sprint PCS and Sprint PCS desires to purchase from GTE, or Sprint PCS desires to provide to GTE and GTE desires to purchase from Sprint PCS, additional services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A Service Matrix and Appendix B Service Attachment(s) and provide to Sprint PCS. The Appendix A shall be signed by GTE's authorized Account Manager and an authorized representative of Sprint PCS, applied to this agreement, and thereby made wholly a part of and subject to this Agreement. Upon the date indicated on the Service Attachment accompanying the Service Matrix and continuing through the remaining term of this Agreement, the new Services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

2. Billing and Rates.

2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.

2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Sprint PCS is required to order trunks pursuant to Section 4.3.3 of this Article.

2.3 MOU Rounding. The Parties agree to measure, record and round terminating minutes of use (MOUs) for billing and compensation between the Parties in a manner consistent with each other. Terminating usage for individual calls shall be measured and recorded to the nearest second. For billing and compensation purposes between the Parties, terminating usage measured and recorded for individual calls shall be accumulated for the billing

period with the total accumulated usage rounded up to the next full MOU. Rounding shall not occur for each individual call.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in this Article IV. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end user customers in accordance with this Agreement. The Parties agree to initial state level exempt factors representative of their respective shares of traffic exempt from local compensation. These initial exempt factors are identified in Appendix C. These factors will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factors. Charges for the transport and termination of non-local traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, or other applicable access rates, as appropriate.

3.3 Tandem Switching Traffic (Transiting). GTE will provide tandem switching for traffic between the Parties' end offices subtending or interconnected with the GTE access tandem, as well as for traffic between Sprint PCS's end users and any other Local Provider which is interconnected to the GTE access tandems as follows:

3.3.1 Sprint PCS will compensate GTE for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.

3.3.2 Sprint PCS also assumes responsibility for compensation to the company which terminates the call.

3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that Sprint PCS sends traffic through GTE's network to a third-party Local Provider with whom Sprint PCS does not have a traffic interexchange agreement, then Sprint PCS agrees to indemnify GTE for any termination charges rendered by such third-party Local Provider for such traffic.

3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either Sprint PCS has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. Sprint PCS may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, GTE will work with Sprint PCS in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

(a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "IP" at a designated manhole or junction location. The "IP" is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

(b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. Such arrangement may be established through an EIS arrangement of a third party with which Sprint PCS may have a separate agreement.

(c) A special access and/or Carrier Dedicated Transport arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and physical EIS arrangements are governed by appropriate GTE tariffs.

4.1.3 The Parties will mutually designate at least one IP on GTE's network within each GTE access tandem and local tandem for the routing of Local Traffic.

4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix C. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Sprint PCS will charge flat rated transport to GTE for Sprint PCS facilities used by GTE at Sprint PCS tariffed rates or as mutually agreed. Sprint PCS will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the Sprint PCS switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Collocation: GTE will charge virtual or physical EIS rates from the applicable GTE tariff. Sprint PCS will charge GTE flat rated transport at Sprint PCS tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is

used for transport of traffic originated by GTE. Sprint PCS will apply charges based on the lesser of (i) the airline mileage from the "IP" to the Sprint PCS switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 Special Access and/or Carrier Dedicated Transport : GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix C.

4.3 Trunking Requirements.

4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

4.3.2 Sprint PCS shall make available to GTE trunks over which GTE shall terminate to end users of Sprint PCS-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.

4.3.3 Sprint PCS and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Sprint PCS and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Sprint PCS to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent Sprint PCS desires to have any IXC originate or terminate switched access traffic to or from Sprint PCS, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of Sprint PCS to arrange for such IXC to issue a Letter of Authorization (LOA) to GTE to direct GTE to route the traffic. If GTE does not receive an LOA from the IXC, GTE will initially route the switched access traffic between the IXC and Sprint PCS. If the IXC subsequently indicates that it does not want the traffic routed to or from Sprint PCS, GTE will not route the traffic.

4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's switch for those publicly-dialable NXX Codes served by that switch or, when delivered to a GTE tandem, end offices that directly interconnect with that tandem or to those other Local Providers that directly interconnect with that tandem.

4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.

4.3.4 The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between Sprint PCS end office and a GTE end office.

4.3.5 Sprint PCS will provide PLU factors on a quarterly basis to identify the proper jurisdiction (local or non-local) of each call type that is carried over the local interconnection trunks. If these percentages are not received quarterly, the Parties shall use the last previous reported percentages. The PLU factor is identified on Appendix C.

4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.

4.3.7 Sprint PCS and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.8 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

4.3.9 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.

4.3.10 The Parties will support intercompany 64kbps clear channel where available.

4.4 Trunk Forecasting.

4.4.1 The Parties will work towards the development of joint forecasting of trunk groups. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

4.4.1.1 yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and

4.4.1.2 the use of (i) CLCI™-MSG codes, which are described in Bellcore document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.3 GTE and Sprint PCS will work together to begin providing these forecasts within thirty (30) days after the effective date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either Party.

4.4.4 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization. At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on an objective P.01 grade of service or the Joint Interconnection Grooming Plan referenced in Section 4.3.7 above. Likewise, from time to time trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 24 trunks (one modular digroup) or ten (10) percent, whichever is larger, over the required number of trunks. The Party with excess trunking capacity will assess the trunk capacity based on forecasted requirements for the next 12 months. If after 12 months the trunk group continues to have excess capacity, the Party agrees to take steps to disconnect all excess capacity.

4.6 Network Redesigns Initiated by GTE. GTE will not charge Sprint PCS when GTE initiates its own network redesigns/reconfigurations.

4.7 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

4.7.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 of this Article IV.

4.7.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.

5. Indirect Network Interconnection. Either Party may deliver traffic destined to terminate at the other Party's end office via another Local Provider's tandem subject to the reciprocal compensation arrangements of this Agreement provided that the Party originating the traffic has established a compensation agreement with the other Local Provider appropriate to such arrangement. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another local provider's end office. In addition, except as provided in section 3.4 of this Article, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another local provider's access tandem.

6. Number Resources.

6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Sprint PCS's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Sprint PCS shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to Sprint PCS. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Sprint PCS shall not request number resources to be assigned to any GTE switching entity.

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

6.2 Rate Centers. The Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes.

6.3 Routing Points. Sprint PCS will also designate a Routing Point for each assigned NXX code. Sprint PCS may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Sprint PCS may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Sprint PCS within an existing GTE exchange area and LATA.

6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable FCC rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect Sprint PCS proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 10 of this Agreement.

6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Meet-Point Billing (MPB).

7.1 Meet-Point Arrangements.

7.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

7.1.2 Except in instances of capacity limitations, GTE shall permit and enable Sprint PCS to sub-tend the GTE access tandem(s) nearest to the Sprint PCS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Sprint PCS shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.

7.1.3 Interconnection for the MPB arrangement shall occur at the "IP".

7.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.

7.1.5 Sprint PCS and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No.

4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

7.1.6 As detailed in the MECAB document, Sprint PCS and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by Sprint PCS and GTE via the meet-point arrangement. Information shall be exchanged in Exchange Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

7.1.7 Sprint PCS and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge, if any.

7.2 Compensation.

7.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by Sprint PCS and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at its appropriate rates.

7.2.2 Subsequently, Sprint PCS and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Sprint PCS and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

8. Common Channel Signaling.

8.1 Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 8 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

8.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

8.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.

8.4 Connection Through STP. Sprint PCS must arrange for interconnection with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall take place only through appropriate STP pairs.

8.5 Third Party Signaling Providers. Sprint PCS may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of Sprint PCS in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

8.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

9. Network Outages. GTE shall work with Sprint PCS to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in GTE wire center or access tandem. Sprint PCS shall be responsible for notifying GTE of significant outages which could impact or degrade GTE switches and services.

10. Transition and Implementation. The Parties acknowledge that there may be certain instances in which existing arrangements between the Parties are not in accordance with the requirements of this agreement. Existing interconnection arrangements that are not in compliance with the requirements of this agreement shall not fall under the scope of this agreement until they are brought into compliance with the requirements of this agreement. Until such arrangements are brought into compliance with the requirements of this agreement, compensation will be in compliance with effective FCC rules, specifically §51.717 if applicable. The Parties agree to use their best efforts to bring all arrangements into compliance with the terms and conditions of this agreement within six (6) months of the effective date of this agreement or within whatever other period may be mutually agreeable to the Parties.

ARTICLE V
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

   1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

   1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.

   1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.

2. 911/E911 Arrangements.

   2.1 Basic 911. GTE will provision basic 911 service over an auxiliary connection. Sprint PCS is fully responsible for the cost of the auxiliary connection. Basic 911 does not include detailed location information or subscribers call back number, i.e. address of cell site, description of cell sector, MIN (Mobile Identification Number), pANI (pseudo Automatic Number Identification) or ESRD (Emergency Service Routing Digits). The 911 call will be forwarded from the point of connection with GTE to a PSAP (Public Safety Answering Point) over GTE/PSAP dedicated 911 trunks in one of two methods:

      2.1.1 A pre-determined PSAP in which wireless 911 calls are to be handled or;

      2.1.2 The PSAP of the serving area in which the auxiliary connection is located. If this PSAP is not the correct PSAP for the location of the 911 call, the 911 call will be forwarded to the correct PSAP or Emergency Service Provider (police/ fire/ambulance).

   2.2 Transport. Sprint PCS may obtain transport from GTE for the transport of the auxiliary connection at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.

   2.3 Enhanced 911 (E911). Where technically feasible, the Parties agree that they shall make provisions to ensure access by all of Sprint PCS's customers to E911, as required by FCC Docket 94-102. The Parties are responsible for their own network requirements to establish E911 connectivity. A separate agreement is necessary between the Parties for E911 services to be provided by GTE.

3. Information Services Traffic. The following terms and conditions apply only if Sprint PCS allows its end user customers to access Information Services through the GTE network. Nothing in this Agreement obligates Sprint PCS to provide its end user customers with access to Information Services Providers.

   3.1 Routing. Each Party shall route traffic for Enhanced Services (i.e. 900-976, internet, weather lines, sports lines, etc.) which originates on its network to the appropriate information service platform.

3.2 Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").

3.3 Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreement(s) with each information provider.

3.4 Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:

(a) a mutually agreed upon fee for providing billing and collection of the information service charges; and

(b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and

(c) any customer adjustment provided by the Originating Party.

3.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.

4. Dialing Format Changes. GTE will provide reasonable notification to Sprint PCS of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

ARTICLE VI
COLLOCATION

1. Physical Collocation. GTE shall provide to Sprint PCS physical collocation of equipment pursuant to 47 CFR § 51.323 necessary for interconnection, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will work with Sprint PCS to install collocation arrangements within 120 calendar days absent extenuating circumstances. GTE will provide such collocation for purposes of interconnection pursuant to the terms and conditions in the applicable federal and state EIS tariffs.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE SOUTH INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President
Wholesale Markets-Interconnection

Date September 28, 1999

SPRINTCOM, INC., D/B/A SPRINT PCS

By Keith Paglusch

Name KEITH PAGLUSCH

Title SR. V.P. OPERATIONS

Date 9-8-99

APPROVED BY
LEGAL DEPT.
TAP 9/23/99
ATTORNEY DATE

APPENDIX A
SERVICE MATRIX

Date_____

Service Location (identified by tandem serving area)	IP (identified by CLLI code)	Services (identified by _____)

APPENDIX B
SERVICE ATTACHMENTS

Service Attachment ID:_____

SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the ____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

Service Attachment ID:_____

SERVICE ATTACHMENT
END OFFICE INTERCONNECTION

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this End Office Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the ____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix C are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Rates and billing factors in this Appendix C become effective upon compliance with all terms and conditions of this Agreement, specifically including Article IV, Section 10, Transition and Implementation.

LOCAL TRANSPORT AND TERMINATION RATES

A. Transport and Termination Rate

Access Tandem Rate per MOU: $0.0068

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and Sprint PCS and applies for all Local Traffic MOUs exchanged at an IP associated with a GTE access tandem. Rate based on most current GTE cost studies.

End Office Rate MOU: $0.0049

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and Sprint PCS and applies for all Local Traffic MOUs exchanged at an IP associated with a GTE end office. Rate based on most current GTE cost studies.

B. Tandem Switching Rate (Transiting)

Rate applied per MOU: $0.0019

This rate applies to all local MOUs originated by Sprint PCS which terminate to another Local Provider when routed through facilities of GTE. Rate based on most current GTE cost studies.

BILLING FACTORS

A. Terminating Traffic Factors:

20%	GTE to Sprint PCS
80%	Sprint PCS to GTE
100%	Total 2-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and Sprint PCS, 90% originated from a Sprint PCS wireless end user customer and terminated to a GTE end user customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a quarterly basis. If factors are not updated quarterly, the Parties shall use the last previously established factors.

B. Transiting Factor: 10% GTE Transited

The Transiting Factor is used to determine the amount of traffic to or from Sprint PCS that transits the GTE network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes, i.e., when recorded billing data is not sufficiently available. When applied to Sprint PCS originated traffic, the Transiting Factor determines the transiting traffic that was generated by Sprint PCS. When applied to Sprint PCS terminated traffic, the Transiting Factor determines the portion of traffic terminating to Sprint PCS that was not originated by GTE. This factor is subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factor is not updated quarterly, the Parties shall use the last previously established factor.

C. PLU: 97%

The Percent Local Usage (PLU) Factor describes the portion of Local Traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA) and within the same LATA. This Local Traffic Factor applies to both originating and terminating MOUs.

D. Exempt Traffic Factors: 0% GTE to Sprint PCS
0% Sprint PCS to GTE

The Exempt Traffic Factors describe the portion of traffic exchanged between the Parties over local interconnection facilities that is exempt from local compensation. These factors will be used for billing between the Parties until actual exempt usage can be measured. These factors are subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factors are not updated quarterly, the Parties shall use the last previously established factors.