

BEFORE THE
MISSOURI PUBLIC SERVICE COMMISSION

Verified Petition of Sprint)
Communications Company L.P., Sprint)
Spectrum L.P., and Nextel West Corp.)
for Arbitration of Interconnection)
Agreements with Southwestern Bell)
Telephone Company d/b/a AT&T)
Missouri)

Case No. _____

**VERIFIED PETITION FOR ARBITRATION OF SPRINT COMMUNICATIONS
COMPANY L.P., SPRINT SPECTRUM L.P. AND NEXTEL WEST CORP.**

Request for Negotiations Received:	July 1, 2008
135th Day Thereafter:	November 12, 2008
160th Day Thereafter:	December 7, 2008
270 th day Thereafter:	March 27, 2009

COMES Now, Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. (collectively "Sprint") pursuant to Section 252(b) of the federal Communications Act of 1934, as amended (the "Act")¹, Rules of the Department of Economic Development/Public Service Commission, Division 240, Chapters 2 and 36 (4 CSR 240-2 and 4 CSR 240-36) and other applicable state and federal statutes, rules, regulations, and decisions, hereby files this Verified Petition for Arbitration (the "Petition") seeking resolution of certain issues arising between Sprint and Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri") (Sprint and AT&T Missouri may hereinafter be collectively referred to as the "Parties") in the negotiation of an interconnection agreement pursuant to Sections 251 and 252 of the Act. In support of its Petition for Arbitration, Sprint alleges the following:

¹ 47 U.S.C. § 252(b)(1)

Sprint
Exhibit No. 6
Case No(s). CO-2009-0235
Date 2-25-09 Rptr PF

INTRODUCTION

1. Previously, Sprint filed a complaint against AT&T Missouri seeking to port in a Kentucky Interconnection Agreement pursuant to the conditions imposed by the Federal Communications Commission ("FCC") on the merger between AT&T and BellSouth.² The Commission in a 3-2 decision dismissed the Complaint stating that the Complaint was beyond the Commission's jurisdiction since it did not ask the Commission to arbitrate open interconnection issues, approve or reject an interconnection agreement, or enforce an existing interconnection agreement.³ Here, Sprint responds to the Commission's directive and seeks arbitration of open interconnection issues.

2. Due to the roadblocks erected every step of the way by AT&T in preventing Sprint from porting the Kentucky ICA under merger condition 7.1 as detailed in Sprint's Complaint in Case No. TC-2008-0182, Sprint now has opted simply to extend its existing interconnection agreements in Missouri according to a different merger commitment. Yet, AT&T again fails to live up to its merger commitments and objects to Sprint's requests to extend its existing interconnection agreements. This Petition arises out of Sprint's request to extend its existing Commission-approved interconnection agreements pursuant to the conditions imposed by the Federal Communications Commission ("FCC") on the merger between AT&T and BellSouth.⁴ Specifically, Sprint petitions the Commission to direct AT&T to execute a three (3) year extension of its existing Commission approved interconnection agreements in accordance with

² Case No. TC-2008-0182, see Complaint, Exhibit 1.

³ Id. Order Granting Motion to Dismiss, p 6.

⁴ Memorandum Opinion and Order. *In the Matter of AT&T, Inc. and BellSouth Corporation Application for Transfer of Control*, 22 F.C.C.R. 5662 at ¶222, Appendix F (March 26, 2007) ("Merger Order").

Merger Commitment 7.4 made by AT&T.⁵ Sprint seeks the extension of three separate agreements, as they have been amended, according to the Merger Commitments: (1) Agreement for Interconnection Between Sprint Spectrum L.P. and SBC Missouri; (2) Agreement for Reciprocal Compensation and Interconnection between Nextel West Corp. and Southwestern Bell Telephone; and (3) Interconnection Agreement between SBC Missouri and Sprint Communications Company L.P.

THE PARTIES

3. Sprint Communications Company L.P., Sprint Spectrum L.P. and Nextel West Corp. are indirect wholly-owned subsidiaries of Sprint Nextel Corporation existing under the laws of the State of Delaware with headquarters at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint Communications Company L.P. is duly authorized to provide competitive local exchange and interexchange services in Missouri. Sprint is registered as a CLEC in Missouri and has been granted a certificate in Case Numbers TA-96-424 and TA-97-269. Sprint provides local exchange, long distance and data telecommunications services. Sprint has submitted the information in subsections (1)(B)-(F) of 4 CSR -2.060 in previous applications and incorporates the same by reference. See Report and Order, Case No. TA-97-269. Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, Sprint Telephony PCS, L.P. f/n/a Cox Communications PCS, L.P. a Delaware limited partnership and APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P. a Delaware limited partnership, all the foregoing

⁵ 4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions. Merger Order, Appendix F, 7.4, p. 149.

entities jointly d/b/a Sprint PCS ("Sprint PCS"), provides commercial mobile radio service ("CMRS") in Missouri under licenses issued by the Federal Communications Commission ("FCC"). Nextel West Corp., a Delaware corporation, ("Nextel") provides CMRS in Missouri under licenses issued by the FCC. The Sprint entities are "telecommunications carriers" under the Act.

4. Sprint is a large national corporation that is often engaged in various litigations and administrative proceedings, which may involve customer service or rates. Sprint contends that no pending action, proceeding or judgment involving customer service or rates is relevant to the Commission's consideration of this particular Petition. Further, Sprint does not have any annual report or assessment fees that are overdue in Missouri. See Corrected Order Granting Request for Waivers, Case No. CE-2009-0099.

5. Sprint's principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251. The Sprint representatives involved in this dispute are:

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6. AT&T is a Missouri corporation having an office at One Bell Center, St. Louis, Missouri, 63101. AT&T is an incumbent local exchange carrier as defined by 47 U.S.C. § 252(h). AT&T is subject to the Commission's jurisdiction.

7. AT&T and Sprint Communications Company L.P. have been operating in Missouri under an interconnection agreement for years, with the latest version of the agreement effective in

August, 2005. AT&T and Sprint Spectrum L.P. have been operating in Missouri under an interconnection agreement for years, with the latest version of the agreement effective in 2003. Nextel West Corp and AT&T have been operating under the interconnection agreement originally entered into in August, 1998. The interconnection agreements have been subject to various amendments subsequent to their initial execution.

BACKGROUND ON NEGOTIATIONS AND TIMELINE FOR PETITION OF ARBITRATION

8. On March 4, 2006, AT&T's parent corporation, AT&T Inc., entered into an agreement to merge with BellSouth Corporation, the parent company of BellSouth Telecommunications, Inc. On March 31, 2006, AT&T Inc. and BellSouth Corporation filed a series of applications seeking FCC approval of the transaction.⁶ During the resulting FCC proceeding, AT&T Inc. made a number of promises in the form of commitments in order to elicit FCC approval. The FCC ordered compliance with these commitments and included such commitments as Conditions of its approval of the AT&T Inc./BellSouth Corporation merger.⁷ Appendix F of the FCC Order is attached to this Petition as Exhibit 2.

9. In the FCC Order approving the AT&T Inc./BellSouth Corporation merger, the interconnection-related Merger Commitments Nos. 1 and 2 (under the heading "Reducing Transaction Costs Associated with Interconnection Agreements") (collectively, the "Merger Commitments") obligate AT&T as follows:

Merger Commitment No. 7.1:

The AT&T/BellSouth ILECs shall make available to any requesting telecommunications

⁶ In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control, Memorandum Opinion and Order, FCC 06-189, paragraphs 14, 17 (released March 26, 2007).

⁷ Id. at para. 227. ("IT IS FURTHER ORDERED that as a condition of this grant AT&T and BellSouth shall comply with the conditions set forth in Appendix F of this Order.").

carrier any entire effective interconnection agreement, whether negotiated or arbitrated that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.⁸

Merger Commitment No. 7.2:

The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.⁹

10. In addition, Merger Commitment 4 requires AT&T to allow interconnection carriers to extend existing interconnection agreements, whether expired or unexpired.

Merger Commitment No. 7.4:

The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law.

⁸ *Merger Order* at p. 148, APPENDIX F (emphasis added).

⁹ *Merger Order*, Appendix F, Merger Commitment 7.2, p. 148

During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.¹⁰

11. There was acknowledged FCC concern regarding a merger that created a "consolidated entity – one owning nearly all of the telephone network in roughly half the country – *using its market power to reverse the inroads that new entrants have made and, in fact, to squeeze them out of the market altogether.*"¹¹

"To mitigate this concern, the merged entity has agreed to allow the portability of interconnection agreements and to ensure that the process of reaching such agreements is streamlined. These are important steps for fostering residential telephone competition and ensuring that this merger does not in any way retard such competition."¹²

12. Commissioner Adelstein also commented on commitments made in the Merger Order to streamline competition and to reduce costs of competitors in dealing with the merged AT&T and BellSouth. He stated:

Reducing Costs of Interconnection Agreements. I was also pleased that we require the applicants to take a number of steps – including providing interconnection agreement portability and allowing parties to extend their existing agreements – to reduce the costs of negotiating interconnection agreements. This condition also responds to concerns about incentives for discrimination – whether through the terms of access offered to competitors or through raising competitors' costs – long-recognized by Commission precedent. This condition also addresses the purported purpose of this merger, which is to respond to intermodal competition.¹³

13. Sprint filed a Complaint against AT&T Missouri on November 28, 2007 seeking to port an interconnection agreement from Kentucky that it had with BellSouth (the "Kentucky ICA")

¹⁰ *Id.* Merger Commitment 7.4, p. 149.

¹¹ *Id.* Commissioner Copps Statement, p. 172 (emphasis added).

¹² *Id.* (emphasis added).

¹³ *Id.* Commissioner Adelstein Statement, p. 177 (emphasis added).

under Merger Commitment 7.1. The Commission docketed the Complaint as Case No. TC-2008-0182. See Exhibit 1.

14. Sprint and AT&T Missouri agreed to mediate the Complaint but were unable to reach agreement.

15. AT&T Missouri moved to dismiss the Complaint and Sprint responded. Included in Sprint's Response to the Motion to Dismiss and in its original Complaint, Sprint provided details regarding its efforts to port the Kentucky ICA into Missouri and AT&T's refusals to do so. See Exhibit 1.

16. Ultimately, the Commission in a 3-2 decision dismissed the Complaint stating that the Complaint was beyond the Commission's jurisdiction since it did not ask the Commission to arbitrate open interconnection issues, approve or reject an interconnection agreement, or enforce an existing interconnection agreement.¹⁴

17. Sprint filed for rehearing of the Commission's decision on July 1, 2008 and rehearing was denied on August 7, 2008.

18. While not conceding it appropriate to enforce the merger conditions by means of the negotiation and arbitration context under the federal Act, Sprint then sent a request for negotiation to AT&T on June 30, 2008 under the procedures in Section 252(b)(1) of the Act. The negotiation letter is attached hereto as Exhibit 3.

19. The June 30, 2008 letter requested that the parties utilize the Kentucky ICA as the starting point for negotiations.

¹⁴ Case No. TC-2008-0182, Order Granting Motion to Dismiss, p 6.

20. AT&T Missouri responded in a letter dated July 16, 2008 that it acknowledged Sprint's request for negotiations under the Act. Exhibit 4.

21. AT&T Missouri's July 16, 2008 letter rejected Sprint's request to utilize the Kentucky ICA as the starting point for negotiations and instead offered to utilize its template CLEC and wireless agreements as a starting point for negotiations.

22. Alternatively, AT&T stated in footnote 1 on page 1 of the July 16, 2008 letter, "If Sprint would like to commence negotiations pursuant to its existing Missouri interconnection agreements, AT&T Missouri is willing to do so in accordance with Merger Commitment 7.3."

23. Sprint responded to AT&T Missouri's July 16, 2008 letter in a letter dated August 18, 2008 reiterating its position that it can utilize the Kentucky ICA as the starting point for negotiations. Exhibit 5.

24. AT&T Missouri, in a letter dated September 2, 2008, stated that it "is willing to use as a starting point for Sprint's requested negotiation of an interconnection agreement the redlined Kentucky ICA as it currently stands in light of our discussions over the last several months." Exhibit 6.

25. Sprint began the porting process of the Kentucky ICA into the 13 non-BellSouth AT&T states with AT&T in the summer of 2007 and still does not have an approved final interconnection agreement in any state where Sprint sought to port the entire effective Kentucky ICA pursuant to Merger Commitment 7.1.

26. Frustrated with the lack of progress in porting the Kentucky ICA and reducing transaction costs, Sprint notified AT&T Missouri that it did not want to use the Kentucky ICA as

the basis to arbitrate issues in Missouri. Rather, on November 21, 2008, Sprint notified AT&T Missouri that it elects to utilize Merger Commitment 7.4 to extend its existing Missouri interconnection agreements. Exhibit 7.

27. Sprint's notification of extending its Missouri interconnection agreements essentially takes AT&T up on its offer in its July 16, 2008 letter to commence negotiations pursuant to Sprint's existing interconnection agreements.

28. AT&T Missouri has not responded in writing to Sprint's request to extend its existing interconnection agreements in Missouri under Merger Commitment 7.4.

STATEMENT OF UNRESOLVED ISSUES AND EACH PARTY'S POSITION

29. Pursuant to Merger Commitment 7.4, Sprint seeks to extend its existing interconnection agreements in Missouri for a period of three years. Specifically the agreements for which Sprint seeks extension are: (1) Agreement for Interconnection Between Sprint Spectrum L.P. and SBC Missouri, as amended, originally approved by Commission Order in Case No. TK-2004-0180; amended by tracking number filings VT-2005-0041 and VT-2005-0042, Exhibit 8 (2); Agreement for Reciprocal Compensation and Interconnection between Nextel West Corp. and Southwestern Bell Telephone, as amended, approved by Commission Order in Case No. TO-99-149, Amendment approved in Case No. TK-2005-309; Exhibit 9; and (3) Interconnection Agreement between SBC Missouri and Sprint Communications Company L.P., approved by Commission Order in Case No. TK-2006-0044. Exhibit 10.

30. Sprint has been operating under the above-specified agreements with AT&T Missouri (or its predecessors) since they were originally approved by the Commission and continues to operate under those agreements.

31. Merger Commitment 7.4 states:

The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.¹⁵

32. Sprint requests the Commission extend each of the Interconnection Agreements for a period of three years from November 21, 2008, the date that Sprint formally requested extension of its existing interconnection agreements under Merger Commitment 7.4. See Exhibit 7.

33. Verbally, AT&T Missouri representatives have objected to Sprint extending its existing interconnection agreements citing a November 16, 2007 CLEC accessible letter (Exhibit 11) where it arbitrarily placed a deadline of January 15, 2008 on carriers extending expired agreements for three years. In the accessible letter, AT&T claims it will not allow carriers to extend expired agreements unless notice of election of a three year extension was given before January 15, 2008.

34. Sprint's position is that Merger Commitment 7.4 has no such arbitrary deadlines and that the requirement to allow carriers to extend existing expired or unexpired interconnection agreements remains effective until such time the Merger Commitments sunset. Therefore, under Merger Commitment 7.4, Sprint is entitled to the requested three year extensions to the identified interconnection agreements.

¹⁵ *Id.* Merger Commitment 7.4, p. 149.

35. The Missouri PSC already has approved a three year extension of an existing interconnection agreement under Merger Commitment 7.4. In Case No. TC-2008-0150, Verizon Wireless entities filed a complaint against AT&T Missouri seeking the Commission to enforce Merger Commitment 7.4 relating to AT&T's promise in the Merger Commitments to extend existing interconnection agreements for a period of three years. AT&T initially resisted Verizon Wireless' efforts but eventually relented and agreed to extend the subject interconnection agreements. The Commission approved the amendment in Case No. IK-2008-0222 on February 13, 2008 and the Order became effective on February 23, 2008.

36. Approval of the Sprint requested extensions to the specified interconnection agreements under which it has been operating with AT&T will reduce transaction costs consistent with the purpose and meaning of the Merger Commitments.

STATEMENT OF RESOLVED ISSUES AND PROPOSED AGREEMENTS

37. In Sprint's view, the resolved issues are all of the terms and conditions of the existing identified interconnection agreements.

38. To effectuate the three year extensions to the identified interconnection agreements, Sprint requests the Commission to order and approve the parties to execute the attached amendments to the Interconnection Agreements specified in paragraph 29. Exhibit 12.


39. Sprint further attaches a DPL showing the single disputed issue between the parties at this time for the interconnection agreements specified in paragraph 29. Namely, should Sprint be permitted to extend its existing Missouri Public Service Commission approved interconnection

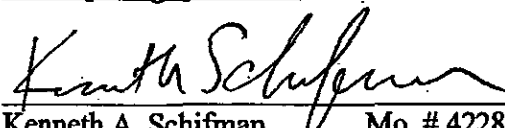
agreements, as amended, pursuant to AT&T/BellSouth Merger Commitment 7.4 for a period of three years from making the request? Exhibit 13.

40. At this time, Sprint seeks resolution of no other issues pursuant to the Petition. The identified interconnection agreements will remain in full force and effect. The only change will be the expiration dates of the agreements.

WHEREFORE, Sprint respectfully requests that the Commission assert jurisdiction over this Complaint pursuant to 47 U.S.C. § 252 and applicable Missouri law (e.g. 4 CSR 240, Chapter 36), and resolve the disputed issue between the Parties of whether Sprint's existing interconnection agreements may be extended pursuant to Merger Commitment 7.4 for a period of three years, and for such other relief that it deems just and reasonable under the circumstances.

Respectfully submitted,


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SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT SPECTRUM L.P.
NEXTEL WEST CORP.

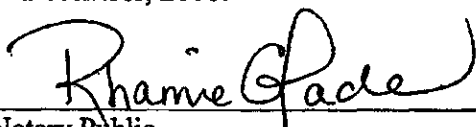
VERIFICATION

State of Kansas)
)
County of Johnson) ss:

I, Kenneth A. Schiffman, being first duly sworn, state that I am Director and Senior Counsel, State Government Affairs Regulatory for Sprint Nextel Corporation, the Petitioner in the foregoing Petition; that I am authorized to make this Verification on its behalf; that the foregoing Petition was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information and belief.


Kenneth A. Schiffman
Director, State Government Affairs

Sworn and subscribed before me this 5th day of December, 2008.


Notary Public

My commission expires: 9-12-2012

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Complaint has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 5th day of December, 2008, to:

Southwestern Bell Telephone, L.P.
d/b/a AT&T Missouri
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Attorney for Complainants

EXHIBIT 1

**BEFORE THE
MISSOURI PUBLIC UTILITY COMMISSION**

Sprint Communications Company L.P.,)
Sprint Spectrum L.P., Nextel West Corp)
and NPCR, Inc.,)
Complainants,)

vs,)

Case No. TC-2008-_____

Southwestern Bell Telephone Company)
d/b/a AT&T Missouri,)
Respondent.)

COMPLAINT

Pursuant to 4 CSR 240-2.070, Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. (collectively "Sprint") bring this Complaint against Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri"). This Complaint arises out of the Commission-approved Agreement for Interconnection by and between Sprint and AT&T Missouri and AT&T Missouri's violation of the conditions imposed by the Federal Communications Commission ("FCC") on the merger between AT&T and BellSouth. Specifically, Sprint petitions the Commission to direct AT&T to execute an adoption amendment to port in and adopt the interconnection agreement between BellSouth Telecommunications Inc. d/b/a AT&T Southeast and Sprint Communications Company L.P. and Sprint Spectrum L.P., as extended and approved in Kentucky (the "Kentucky ICA"), in accordance with merger commitments made by AT&T. Sprint alleges the following:

1. The Sprint entities filing this Complaint and who are requesting interconnection are indirect wholly-owned subsidiaries of Sprint Nextel Corporation that primarily provide competitive local exchange and wireless services. Sprint Communications Company L.P. ("Sprint CLEC"), a Delaware limited partnership, is a competitive local exchange carrier under the Act, and an interexchange carrier, and is

certified by the Commission to provide telecommunications service in Missouri.¹ Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all the foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS"), provides commercial mobile radio service ("CMRS") in Missouri under licenses issued by the Federal Communications Commission ("FCC"). Nextel West Corp., a Delaware corporation, provides CMRS in Missouri under licenses issued by the FCC. The Sprint entities are "telecommunications carriers" under the Communications Act of 1934, as amended (the "Act").

2. Sprint's principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251. The Sprint representatives involved in this dispute are:

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(913) 523-9827 (facsimile)	(913) 315-0785 (facsimile)
kenneth.schifman@sprint.com	Jeff.m.pfaff@sprint.com

3. AT&T is a Missouri corporation having an office at One Bell Center, St. Louis, Missouri, 63101. AT&T is an incumbent local exchange carrier as defined by 47 U.S.C. § 252(h). AT&T is subject to the Commission's jurisdiction. AT&T, Sprint CLEC and Sprint PCS have been operating in Missouri under various interconnection agreements, with the latest version of the agreements effective in August, 2005. Nextel West Corp and AT&T entered into an interconnection agreement in August, 1998. The

¹ Sprint Communications Company L.P. was certified in Missouri in Case No. TA-97-269.

interconnection agreements have been subject to various amendments subsequent to their initial execution.

4. On March 4, 2006, AT&T's parent corporation, AT&T Inc., entered into an agreement to merge with BellSouth Corporation, the parent company of BellSouth Telecommunications, Inc. On March 31, 2006, AT&T Inc. and BellSouth Corporation filed a series of applications seeking FCC approval of the transaction.² During the resulting FCC proceeding, AT&T Inc. made a number of promises in the form of commitments in order to elicit FCC approval. The FCC ordered compliance with these commitments, and included such commitments as Conditions of its approval of the AT&T Inc./BellSouth Corporation merger.³ Appendix F of the FCC Order is attached to this Complaint as Exhibit A.

5. In the FCC Order approving the AT&T Inc./BellSouth Corporation merger, the interconnection-related Merger Commitments Nos. 1 and 2 (under the heading "Reducing Transaction Costs Associated with Interconnection Agreements") (collectively, the "Merger Commitments") obligate AT&T as follows:

Merger Commitment No. 1:

The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, than an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to

² In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control, Memorandum Opinion and Order, FCC 06-189, paragraphs 14, 17 (released March 26, 2007).

³ Id. at para. 227. ("IT IS FURTHER ORDERED that as a condition of this grant AT&T and BellSouth shall comply with the conditions set forth in Appendix F of this Order.").

*this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.*⁴

Merger Commitment No. 2:

*The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.*⁵

6. Sprint CLEC and Sprint PCS entered into an interconnection agreement with BellSouth Telecommunications, Inc. effective January 1, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and Tennessee (the "BellSouth ICA"). By Order dated November 7, 2007, the Kentucky Public Service Commission extended the interconnection agreement between Sprint and AT&T for three years from December 29, 2006. The Kentucky Order is attached hereto as Exhibit B.

7. On August 21, 2007, AT&T notified Sprint that AT&T intended to terminate its existing interconnection agreements with Sprint.⁶ (Exhibit C) On August 31, Sprint replied to AT&T that it had received the notice and agreed to establish an arbitration window that would open on January 12, 2008, but also noted that it reserved its right to enforce any merger commitment, including the right to port an interconnection agreement from another state. (Exhibit D).

⁴ FCC Order at p. 149, APPENDIX F (emphasis added).

⁵ *Id.*

⁶ On August 24, AT&T withdrew its notice of termination regarding Sprint's CLEC entity, noting that the agreement's terms did not allow for notice until October 30, 2007. On November 1, 2007, in conformity with the agreement, AT&T filed its notice of termination regarding Sprint's CLEC entity. The result is that AT&T has terminated all the interconnection agreements with the Sprint Nextel entities in Missouri.

8. On November 20, 2007, Sprint notified AT&T that it intended to exercise its right under the Merger Commitments to port the Kentucky ICA to Missouri. The subject notification is attached hereto as Exhibit E.

9. AT&T has not responded to Sprint's request to port and adopt the Kentucky ICA in Missouri.

10. AT&T has not raised any state-specific pricing issues or technical feasibility issues that preclude the adoption of the BellSouth ICA in Missouri. Sprint has twice requested that AT&T identify any provisions in the BellSouth ICA that would require modification for use in another state.

11. On January 26, 2007, Sprint requested that AT&T "identify any specific provisions of the 2001 ICA [BellSouth ICA] that AT&T would not consider applicable in a given legacy AT&T state, along with an explanation as to why..." Then, on July 10, 2007, Sprint requested to port the Kentucky ICA into Ohio and requested that AT&T "identify any state orders that AT&T believes constitutes 'state-specific pricing and performance plans and technical feasibility such that it effects these state specific sections.'" (See Exhibit F). AT&T's response, dated October 9, 2007, did not identify any state-specific modifications necessary; AT&T only claimed that the Kentucky ICA could not be ported because it had expired. (See Exhibit G).

12. Starting in April, 2007, Sprint commenced a series of proceedings before the state commissions in the legacy BellSouth territory seeking to implement the Merger Commitments. Despite the stated intent of the interconnection-related commitments – Reducing Transaction Costs Associated with Interconnection Agreements – AT&T opposed Sprint's election at each State Commission, forcing Sprint to litigate to implement the commitment. After making Sprint

litigate this matter in every BellSouth state, AT&T conceded Sprint's election and issued an Accessible Letter dated November 16, 2007 recognizing Sprint's right to extend its agreement for three years.

13. On November 16, 2007, AT&T issued an Accessible Letter regarding the FCC Merger Commitments. (Attached as Exhibit H). Under the paragraph titled, "Porting ICAs", it stated, "Merger Commitment 7.1 allows carriers to port effective interconnection agreements entered into in any state in AT&T's 22-state ILEC operating territory (subject to stated limitations and requirements." The Accessible Letter further indicates that agreements that have not been noticed for termination/renegotiation – like the Kentucky ICA – are eligible for porting under Merger Commitment 7.1.

14. While AT&T and Sprint have engaged in negotiations regarding a new interconnection agreement that would include Missouri, those discussions have not resulted in an executed agreement. In lieu of initiating a full-blown arbitration proceeding in Missouri, and unnecessarily utilizing the resources of the Missouri Commission and Sprint, Sprint files this Complaint and exercises its rights under Merger Commitment 1 to port and adopt the Kentucky ICA in Missouri and requests that the Commission acknowledge and implement Sprint's request to adopt the Kentucky ICA and direct AT&T to execute an appropriate adoption amendment.

15. The Commission has jurisdiction over this Complaint. Pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended, the FCC delegated authority over interconnection agreements to the State commissions.

16. Sprint presents only one legal issue to be resolved. There are no disputed factual issues. That single issue is Sprint's right to exercise the porting of the Kentucky ICA into

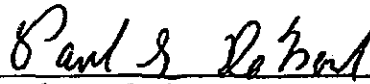
Missouri in accordance with Merger Commitment 1. A version of the AT&T Kentucky ICA can be viewed on AT&T's website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf.

Sprint respectfully requests the Commission, pursuant to Sections 251 and 252, to order AT&T to enter into an agreement adopting the AT&T Kentucky ICA, in Missouri.

WHEREFORE, Sprint respectfully requests that the Commission assert jurisdiction over this Complaint, require AT&T Missouri to honor its commitment by fulfilling its obligation without unnecessary delay or transaction costs, and enter an order directing AT&T to execute an adoption amendment adopting the Kentucky ICA. The Commission should direct the parties to execute the adoption amendment, a copy of which is attached hereto as Exhibit I as expeditiously as possible.

Respectfully submitted,



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SPRINT COMMUNICATIONS COMPANY L.P.

SPRINT SPECTRUM L.P.

NEXTEL WEST CORP.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Complaint has been hand-delivered; transmitted by e-mail or mailed, First Class, postage prepaid, this 28th day of November, 2007, to:

Southwestern Bell Telephone, L.P.	General Counsel
d/b/a AT&T Missouri	Missouri Public Service
Timothy P. Leahy	Commission
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Attorney for Complainants

Exhibit A

APPENDIX F

Conditions

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them. Unless otherwise specified herein, the commitments described herein shall become effective on the Merger Closing Date. The commitments described herein shall be null and void if AT&T and BellSouth do not merge and there is no Merger Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

MERGER COMMITMENTS

For the avoidance of doubt, unless otherwise expressly stated to the contrary, all conditions and commitments proposed in this letter are enforceable by the FCC and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter.

Repatriation of Jobs to the U.S.

AT&T/BellSouth¹ is committed to providing high quality employment opportunities in the U.S. In order to further this commitment, AT&T/BellSouth will repatriate 3,000 jobs that are currently outsourced by BellSouth outside of the U.S. This repatriation will be completed by December 31, 2008. At least 200 of the repatriated jobs will be physically located within the New Orleans, Louisiana MSA.

Promoting Accessibility of Broadband Service

1. By December 31, 2007, AT&T/BellSouth will offer broadband Internet access service (*i.e.*, Internet access service at speeds in excess of 200 kbps in at least one direction) to 100 percent of the residential living units in the AT&T/BellSouth in-region territory.² To meet this commitment, AT&T/BellSouth will offer broadband Internet access services to at least 85 percent of such living units using wireline technologies (the "Wireline Buildout Area"). AT&T/BellSouth will make available broadband Internet access service to the remaining living units using alternative

¹ AT&T/BellSouth refers to AT&T Inc., BellSouth Corporation, and their affiliates that provide domestic wireline or Wi-Max fixed wireless services.

² As used herein, the "AT&T/BellSouth in-region territory" means the areas in which an AT&T or BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i). "AT&T in-region territory" means the area in which an AT&T operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i), and "BellSouth in-region territory" means the area in which a BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i).

technologies and operating arrangements, including but not limited to satellite and Wi-Max fixed wireless technologies. AT&T/BellSouth further commits that at least 30 percent of the incremental deployment after the Merger Closing Date necessary to achieve the Wireline Buildout Area commitment will be to rural areas or low income living units.³

2. AT&T/BellSouth will provide an ADSL modem without charge (except for shipping and handling) to residential subscribers within the Wireline Buildout Area who, between July 1, 2007, and June 30, 2008, replace their AT&T/BellSouth dial-up Internet access service with AT&T/BellSouth's ADSL service and elect a term plan for their ADSL service of twelve months or greater.

3. Within six months of the Merger Closing Date, and continuing for at least 30 months from the inception of the offer, AT&T/BellSouth will offer to retail consumers in the Wireline Buildout Area, who have not previously subscribed to AT&T's or BellSouth's ADSL service, a broadband Internet access service at a speed of up to 768 Kbps at a monthly rate (exclusive of any applicable taxes and regulatory fees) of \$10 per month.

Statement of Video Roll-Out Intentions

AT&T is committed to providing, and has expended substantial resources to provide, a broad array of advanced video programming services in the AT&T in-region territory. These advanced video services include Uverse, on an integrated IP platform, and HomeZone, which integrates advanced broadband and satellite services. Subject to obtaining all necessary authorizations to do so, AT&T/BellSouth intends to bring such services to the BellSouth in-region territory in a manner reasonably consistent with AT&T's roll-out of such services within the AT&T in-region territory. In order to facilitate the provision of such advanced video services in the BellSouth in-region territory, AT&T/BellSouth will continue to deploy fiber-based facilities and intends to have the capability to reach at least 1.5 million homes in the BellSouth in-region territory by the end of 2007. AT&T/BellSouth agrees to provide a written report to the Commission by December 31, 2007, describing progress made in obtaining necessary authorizations to roll-out, and the actual roll-out of, such advanced video services in the BellSouth in-region territory.

Public Safety, Disaster Recovery

1. By June 1, 2007, AT&T will complete the steps necessary to allow it to make its disaster recovery capabilities available to facilitate restoration of service in BellSouth's in-region territory in the event of an extended service outage caused by a hurricane or other disaster.

2. In order to further promote public safety, within thirty days of the Merger Closing Date, AT&T/BellSouth will donate \$1 million to a section 501(c)(3) foundation or public entities for the purpose of promoting public safety.

³ For purposes of this commitment, a low income living unit shall mean a living unit in AT&T/BellSouth's in-region territory with an average annual income of less than \$35,000, determined consistent with Census Bureau data, see California Public Utilities Code section 5890(j)(2) (as added by AB 2987) (defining low income households as those with annual incomes below \$35,000), and a rural area shall consist of the zones in AT&T/BellSouth's in-region territory with the highest deaveraged UNE loop rates as established by the state commission consistent with the procedures set forth in section 51.507 of the Commission's rules. 47 C.F.R. § 51.507.

Service to Customers with Disabilities

AT&T/BellSouth has a long and distinguished history of serving customers with disabilities. AT&T/BellSouth commits to provide the Commission, within 12 months of the Merger Closing Date, a report describing its efforts to provide high quality service to customers with disabilities.

UNEs

1. The AT&T and BellSouth ILECs shall continue to offer and shall not seek any increase in state-approved rates for UNEs or collocation that are in effect as of the Merger Closing Date. For purposes of this commitment, an increase includes an increased existing surcharge or a new surcharge unless such new or increased surcharge is authorized by (i) the applicable interconnection agreement or tariff, as applicable, and (ii) by the relevant state commission. This commitment shall not limit the ability of the AT&T and BellSouth ILECs and any other telecommunications carrier to agree voluntarily to any different UNE or collocation rates.
2. AT&T/BellSouth shall recalculate its wire center calculations for the number of business lines and fiber-based collocations and, for those that no longer meet the non-impairment thresholds established in 47 CFR §§ 51.319(a) and (e), provide appropriate loop and transport access. In identifying wire centers in which there is no impairment pursuant to 47 CFR §§ 51.319(a) and (e), the merged entity shall exclude the following: (i) fiber-based collocation arrangements established by AT&T or its affiliates; (ii) entities that do not operate (i.e., own or manage the optronics on the fiber) their own fiber into and out of their own collocation arrangement but merely cross-connect to fiber-based collocation arrangements; and (iii) special access lines obtained by AT&T from BellSouth as of the day before the Merger Closing Date.
3. AT&T/BellSouth shall cease all ongoing or threatened audits of compliance with the Commission's BELs eligibility criteria (as set forth in the *Supplemental Order Clarification's* significant local use requirement and related safe harbors, and the *Triennial Review Order's* high capacity BEL eligibility criteria), and shall not initiate any new BELs audits.

Reducing Transaction Costs Associated with Interconnection Agreements

1. The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.
2. The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.
3. The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement.

4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.

Special Access

Each of the following special access commitments shall remain in effect until 48 months from the Merger Closing Date.

1. AT&T/BellSouth affiliates that meet the definition of a Bell operating company in section 3(4)(A) of the Act ("AT&T/BellSouth BOCs")⁴ will implement, in the AT&T and BellSouth Service Areas,⁵ the Service Quality Measurement Plan for Interstate Special Access Services ("the Plan"), similar to that set forth in the SBC/AT&T Merger Conditions, as described herein and in Attachment A to this Appendix F. The AT&T/BellSouth BOCs shall provide the Commission with performance measurement results on a quarterly basis, which shall consist of data collected according to the performance measurements listed therein. Such reports shall be provided in an Excel spreadsheet format and shall be designed to demonstrate the AT&T/BellSouth BOCs' monthly performance in delivering interstate special access services within each of the states in the AT&T and BellSouth Service Areas. These data shall be reported on an aggregated basis for interstate special access services delivered to (i) AT&T and BellSouth section 272(a) affiliates, (ii) their BOC and other affiliates, and (iii) non-affiliates.⁶ The AT&T/BellSouth BOCs shall provide performance measurement results (broken down on a monthly basis) for each quarter to the Commission by the 45th day after the end of the quarter. The AT&T/BellSouth BOCs shall implement the Plan for the first full quarter following the Merger Closing Date. This commitment shall terminate on the earlier of (i) 48 months and 45 days after the beginning of the first full quarter following the Merger Closing Date (that is, when AT&T/BellSouth files its 16th quarterly report); or (ii) the effective date of a Commission order adopting performance measurement requirements for interstate special access services.

2. AT&T/BellSouth shall not increase the rates paid by existing customers (as of the Merger Closing Date) of DS1 and DS3 local private line services that it provides in the AT&T/BellSouth in-region territory pursuant to, or referenced in, TCG FCC Tariff No. 2 above their level as of the Merger Closing Date.

3. AT&T/BellSouth will not provide special access offerings to its wireline affiliates that are not available to other similarly situated special access customers on the same terms and conditions.

4. To ensure that AT&T/BellSouth may not provide special access offerings to its affiliates that are not available to other special access customers, before AT&T/BellSouth provides a new or modified

⁴ For purposes of clarity, the special access commitments set forth herein do not apply to AT&T Advanced Solutions, Inc. and the Ameritech Advanced Data Services Companies, doing business collectively as "ASI."

⁵ For purposes of this commitment, "AT&T and BellSouth Service Areas" means the areas within AT&T/BellSouth's in-region territory in which the AT&T and BellSouth ILECs are Bell operating companies as defined in 47 U.S.C. § 153(4)(A).

⁶ BOC data shall not include retail data.

contract tariffed service under section 69.727(a) of the Commission's rules to its own section 272(a) affiliate(s), it will certify to the Commission that it provides service pursuant to that contract tariff to an unaffiliated customer other than Verizon Communications Inc., or its wireline affiliates. AT&T/BellSouth also will not unreasonably discriminate in favor of its affiliates in establishing the terms and conditions for grooming special access facilities.⁷

5. No AT&T/BellSouth ILEC may increase the rates in its interstate tariffs, including contract tariffs, for special access services that it provides in the AT&T/BellSouth in-region territory, as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.

6. In areas within the AT&T/BellSouth in-region territory where an AT&T/BellSouth ILEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such ILEC will offer DS1 and DS3 channel termination services, DS1 and DS3 mileage services, and Ethernet services,⁸ that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs,⁹ at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. In Phase II areas, AT&T/BellSouth also will reduce by 15% the rates in its interstate tariffs as of the Merger Closing Date for Ethernet services that are not at that time subject to price cap regulation. The foregoing commitments shall not apply to DS1, DS3, or Ethernet services provided by an AT&T/BellSouth ILEC to any other price cap ILEC, including any affiliate of such other price cap ILEC,¹⁰ unless such other price cap ILEC offers DS1 and DS3 channel termination and mileage services, and price cap Ethernet services in all areas in which it has obtained Phase II pricing flexibility relief for such services (hereinafter "Reciprocal Price Cap Services") at rates, and on the terms and conditions, applicable to such services in areas in which it has not obtained Phase II pricing flexibility for such services, nor shall AT&T/BellSouth provide the aforementioned 15% discount to such price cap ILEC or affiliate thereof unless such ILEC makes generally available a reciprocal discount for any Ethernet service it offers outside of price cap regulation (hereinafter "Reciprocal Non-Price Cap Services"). Within 14 days of the Merger Closing Date, AT&T/BellSouth will provide notice of this commitment to each price cap ILEC that purchases, or that has an affiliate that purchases, services subject to this commitment from an AT&T/BellSouth ILEC. If within 30 days thereafter, such price cap ILEC does not: (i) affirmatively inform AT&T/BellSouth and the Commission of its intent to sell Reciprocal

⁷ Neither this merger commitment nor any other merger commitment herein shall be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish or maintain such separate affiliate.

⁸ The Ethernet services subject to this commitment are AT&T's interstate OPT-E-MAN, GigaMAN and DecaMAN services and BellSouth's interstate Metro Ethernet Service.

⁹ The Phase II Pricing Flexibility Provisions for DS1 and DS3 services are those set forth in Ameritech Tariff FCC No. 2, Section 21; Pacific Bell Tariff FCC No. 1, Section 31; Nevada Bell Tariff FCC No. 1, Section 22; Southwestern Bell Telephone Company Tariff FCC No. 73, Section 39; Southern New England Telephone Tariff FCC No. 39, Section 24; and BellSouth Telecommunications Tariff FCC No. 1, Section 23.

¹⁰ For purposes of this commitment, the term "price cap ILEC" refers to an incumbent local exchange carrier that is subject to price cap regulation and all of its affiliates that are subject to price cap regulation. The term "affiliate" means an affiliate as defined in 47 U.S.C. § 153(1) and is not limited to affiliates that are subject to price cap regulation.

Price Cap Services in areas where it has received Phase II pricing flexibility for such services at the rates, terms, and conditions that apply in areas where it has not received such flexibility, and to provide a 15% discount on Reciprocal Non-Price Cap Services; and (ii) file tariff revisions that would implement such changes within 90 days of the Merger Closing Date (a "Non-Reciprocating Carrier"). The AT&T/BellSouth ILECs shall be deemed by the FCC to have substantial cause to make any necessary revisions to the tariffs under which they provide the services subject to this commitment to such Non-Reciprocating Carrier, including any affiliates, to prevent or offset any change in the effective rate charged such entities for such services. The AT&T/BellSouth ILECs will file all tariff revisions necessary to effectuate this commitment, including any provisions addressing Non-Reciprocating Carriers and their affiliates, within 90 days from the Merger Closing Date.

7. AT&T/BellSouth will not oppose any request by a purchaser of interstate special access services for mediation by Commission staff of disputes relating to AT&T/BellSouth's compliance with the rates, terms, and conditions set forth in its interstate special access tariffs and pricing flexibility contracts or to the lawfulness of the rates, terms, and conditions in such tariffs and contracts, nor shall AT&T/BellSouth oppose any request that such disputes be accepted by the Commission onto the Accelerated Docket.

8. The AT&T/BellSouth ILECs will not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.

9. Within 60 days after the Merger Closing Date, the AT&T/BellSouth ILECs will file one or more interstate tariffs that make available to customers of DS1, DS3, and Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARC) or growth discounts. To the extent an AT&T/BellSouth ILEC files an interstate tariff for DS1, DS3, or Ethernet services with a varying MARC, it will at the same time file an interstate tariff for such services with a fixed MARC. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year.

10. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC, AT&T/BellSouth will offer an alternative proposal that gives the customer the option of obtaining a volume and/or term discount(s) without a MARC. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC that varies over the life of the contract, AT&T/BellSouth will offer an alternative proposal that includes a fixed MARC.

11. Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date.

Transit Service

The AT&T and BellSouth ILECs will not increase the rates paid by existing customers for their existing tandem transit service arrangements that the AT&T and BellSouth ILECs provide in the AT&T/BellSouth in-region territory.¹¹

ADSL Service¹²

1. Within twelve months of the Merger Closing Date, AT&T/BellSouth will deploy and offer within the BellSouth in-region territory ADSL service to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service. AT&T/BellSouth will continue to offer this service in each state for thirty months after the "Implementation Date" in that state. For purposes of this commitment, the "Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer this service to eighty percent of the ADSL-capable premises in BellSouth's in-region territory in that state.¹³ Within twenty days after meeting the Implementation Date in a state, AT&T/BellSouth will file a letter with the Commission certifying to that effect. In all events, this commitment will terminate no later than forty-two months after the Merger Closing Date.

2. AT&T/BellSouth will extend until thirty months after the Merger Closing Date the availability within AT&T's in-region territory of ADSL service, as described in the ADSL Service Merger Condition, set forth in Appendix F of the *SBC/AT&T Merger Order* (FCC 05-183).

3. Within twelve months of the Merger Closing Date, AT&T/BellSouth will make available in its in-region territory an ADSL service capable of speeds up to 768 Kbps to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service ("Stand Alone 768 Kbps service"). AT&T/BellSouth will continue to offer the 768 Kbps service in a state for thirty months after the "Stand Alone 768 Kbps Implementation Date" for that state. For purposes of this commitment, the "Stand Alone 768 Kbps Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer the Stand Alone 768 Kbps service to eighty percent of the ADSL-capable premises in AT&T/BellSouth's in-region territory in that state. The Stand Alone 768 Kbps service will be offered at a rate of not more than \$19.95 per month (exclusive of regulatory fees and taxes). AT&T/BellSouth may make available such services at other speeds at prices that are competitive with the broadband market taken as a whole.

ADSL Transmission Service

AT&T/BellSouth will offer to Internet service providers, for their provision of broadband Internet access service to ADSL-capable retail customer premises, ADSL transmission service in the

¹¹ Tandem transit service means tandem-switched transport service provided to an originating carrier in order to indirectly send intraLATA traffic subject to § 251(b)(5) of the Communications Act of 1934, as amended, to a terminating carrier, and includes tandem switching functionality and tandem switched transport functionality between an AT&T/BellSouth tandem switch location and the terminating carrier.

¹² The commitments set forth under the heading "ADSL Service" are, by their terms, available to retail customers only. Wholesale commitments are addressed separately under the heading "ADSL Transmission Service."

¹³ After meeting the implementation date in each state, AT&T/BellSouth will continue deployment so that it can offer the service to all ADSL-capable premises in its in-region territory within twelve months of the Merger Closing Date.

combined AT&T/BellSouth territory that is functionally the same as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date.¹⁴ Such wholesale offering will be at a price not greater than the retail price in a state for ADSL service that is separately purchased by customers who also subscribe to AT&T/BellSouth local telephone service.

Net Neutrality

1. Effective on the Merger Closing Date, and continuing for 30 months thereafter, AT&T/BellSouth will conduct business in a manner that comports with the principles set forth in the Commission's Policy Statement, issued September 23, 2005 (FCC 05-151).

2. AT&T/BellSouth also commits that it will maintain a neutral network and neutral routing in its wireline broadband Internet access service.¹⁵ This commitment shall be satisfied by AT&T/BellSouth's agreement not to provide or to sell to Internet content, application, or service providers, including those affiliated with AT&T/BellSouth, any service that privileges, degrades or prioritizes any packet transmitted over AT&T/BellSouth's wireline broadband Internet access service based on its source, ownership or destination.

This commitment shall apply to AT&T/BellSouth's wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, defined as the point of interconnection that is logically, temporally or physically closest to the customer's premise where public or private Internet backbone networks freely exchange Internet packets.

This commitment does not apply to AT&T/BellSouth's enterprise managed IP services, defined as services available only to enterprise customers¹⁶ that are separate services from, and can be purchased without, AT&T/BellSouth's wireline broadband Internet access service, including, but not limited to, virtual private network (VPN) services provided to enterprise customers. This commitment also does not apply to AT&T/BellSouth's Internet Protocol television (IPTV) service. These exclusions shall not result in the privileging, degradation, or prioritization of packets transmitted or received by AT&T/BellSouth's non-enterprise customers' wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, as defined above.

¹⁴ An ADSL transmission service shall be considered "functionally the same" as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date if the ADSL transmission service relies on ATM transport from the DSLAM (or equivalent device) to the interface with the Internet service provider, and provides a maximum asymmetrical downstream speed of 1.5Mbps or 3.0Mbps, or a maximum symmetrical upstream/downstream speed of 384Kbps or 416Kbps, where each respective speed is available (the "Broadband ADSL Transmission Service"). Nothing in this commitment shall require AT&T/BellSouth to serve any geographic areas it currently does not serve with Broadband ADSL Transmission Service or to provide Internet service providers with broadband Internet access transmission technology that was not offered by AT&T to such providers in its in-region territory as of the Merger Closing Date.

¹⁵ For purposes of this commitment, AT&T/BellSouth's wireline broadband Internet access service and its Wi-Max fixed wireless broadband Internet access service are, collectively, AT&T/BellSouth's "wireline broadband Internet access service."

¹⁶ "Enterprise customers" refers to that class of customer identified as enterprise customers on AT&T's website (<http://www.att.com>) as of December 28, 2006.

This commitment shall sunset on the earlier of (1) two years from the Merger Closing Date, or (2) the effective date of any legislation enacted by Congress subsequent to the Merger Closing Date that substantially addresses "network neutrality" obligations of broadband Internet access providers, including, but not limited to, any legislation that substantially addresses the privileging, degradation, or prioritization of broadband Internet access traffic.

Internet Backbone

1. For a period of three years after the Merger Closing Date, AT&T/BellSouth will maintain at least as many discrete settlement-free peering arrangements for Internet backbone services with domestic operating entities within the United States as they did on the Merger Closing Date, provided that the number of settlement-free peering arrangements that AT&T/BellSouth is required to maintain hereunder shall be adjusted downward to account for any mergers, acquisitions, or bankruptcies by existing peering entities or the voluntary election by a peering entity to discontinue its peering arrangement. If on the Merger Closing Date, AT&T and BellSouth both maintain a settlement free peering arrangement for Internet backbone services with the same entity (or an affiliate thereof), the separate arrangements shall count as one settlement-free peering arrangement for purposes of determining the number of discrete peering entities with whom AT&T/BellSouth must peer pursuant to this commitment. AT&T/BellSouth may waive terms of its published peering policy to the extent necessary to maintain the number of peering arrangements required by this commitment. Notwithstanding the above, if within three years after the Merger Closing Date, one of the ten largest entities with which AT&T/BellSouth engages in settlement free peering for Internet backbone services (as measured by traffic volume delivered to AT&T/BellSouth's backbone network facilities by such entity) terminates its peering arrangement with AT&T/BellSouth for any reason (including bankruptcy, acquisition, or merger), AT&T/BellSouth will replace that peering arrangement with another settlement free peering arrangement and shall not adjust its total number of settlement free peers downward as a result.

2. Within thirty days after the Merger Closing Date, and continuing for three years thereafter, AT&T/BellSouth will post its peering policy on a publicly accessible website. During this three-year period, AT&T/BellSouth will post any revisions to its peering policy on a timely basis as they occur.

Forbearance

1. AT&T/BellSouth will not seek or give effect to a ruling, including through a forbearance petition under section 10 of the Communications Act (the "Act") 47 U.S.C. 160, or any other petition, altering the status of any facility being currently offered as a loop or transport UNE under section 251(c)(3) of the Act.
2. AT&T/BellSouth will not seek or give effect to any future grant of forbearance that diminishes or supersedes the merged entity's obligations or responsibilities under these merger commitments during the period in which those obligations are in effect.

Wireless

1. AT&T/BellSouth shall assign and/or transfer to an unaffiliated third party all of the 2.5 GHz spectrum (broadband radio service (BRS)/educational broadband service (EBS)) currently licensed to or leased by BellSouth within one year of the Merger Closing Date.
2. By July 21, 2010, AT&T/BellSouth agrees to: (1) offer service in the 2.3 GHz band to 25% of the population in the service area of AT&T/BellSouth's wireless communications services (WCS)

licenses, for mobile or fixed point-to-multi-point services, or (2) construct at least five permanent links per one million people in the service area of AT&T/BellSouth's WCS licenses, for fixed point-to-point services. In the event AT&T/BellSouth fails to meet either of these service requirements, AT&T/BellSouth will forfeit the unconstructed portion of the individual WCS licenses for which it did not meet either of these service requirements as of July 21, 2010; provided, however, that in the event the Commission extends the July 21, 2010, buildout date for 2.3GHz service for the WCS industry at large ("Extended Date"), the July 21, 2010 buildout date specified herein shall be modified to conform to the Extended Date. The wireless commitments set forth above do not apply to any 2.3 GHz wireless spectrum held by AT&T/BellSouth in the state of Alaska.

Divestiture of Facilities

Within twelve months of the Merger Closing Date, AT&T/BellSouth will sell to an unaffiliated third party(ies) an indefeasible right of use ("IRU") to fiber strands within the existing "Lateral Connections," as that term is defined in the *SBC/AT&T Consent Decree*,¹⁷ to the buildings listed in Attachment B to this Appendix F ("BellSouth Divestiture Assets"). These divestitures will be effected in a manner consistent with the divestiture framework agreed to in the *SBC/AT&T Consent Decree*, provided that such divestitures will be subject to approval by the FCC, rather than the Department of Justice.

Tunney Act

AT&T is a party to a Consent Decree entered into following the merger of SBC and AT&T (the "Consent Decree"). The Consent Decree documents the terms under which AT&T agreed to divest special access facilities serving 383 buildings within the former SBC in-region ILEC territory (the "SBC Divestiture Assets"). In its Order approving the AT&T/SBC merger, the Commission also required the divestiture of these same facilities on the terms and conditions contained in the Consent Decree. The Consent Decree is currently under review pursuant to the Tunney Act in the U.S. District Court for the District of Columbia (the "Court") in *U.S. v. SBC Communications, Inc. and AT&T Corp.*, Civil Action No. 1:05CV02102 (EGS) (D.D.C.), where the Court is reviewing the adequacy of the remedy contained in the Consent Decree to address the competitive concerns described in the Complaint filed by the Department of Justice (DOJ).

If it is found in a final, non-appealable order, that the remedy in the Consent Decree is not adequate to address the concerns raised in the Complaint and AT&T and the DOJ agree to a modification of the Consent Decree (the "Modified Consent Decree"), then AT&T agrees that (1) AT&T/BellSouth will conform its divestiture of the BellSouth Divestiture Assets to the terms of the Modified Consent Decree; and (2) AT&T/BellSouth will negotiate in good faith with the Commission to determine whether the conditions imposed on AT&T/BellSouth in the Commission order approving the merger of AT&T and BellSouth satisfies, with respect to the BellSouth territory, the concerns addressed in the Modified Consent Decree.

Certification

AT&T/BellSouth shall annually file a declaration by an officer of the corporation attesting that AT&T/BellSouth has substantially complied with the terms of these commitments in all material

¹⁷ See *United States v. SBC Communications, Inc.*, Civil Action No. 1:05CV02102, Final Judgment (D.D.C. filed Oct. 27, 2005).

respects. The first declaration shall be filed 45 days following the one-year anniversary of the Merger Closing Date, and the second, third, and fourth declarations shall be filed one, two, and three years thereafter, respectively.

Exhibit B

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF SPRINT COMMUNICATIONS)	
COMPANY L.P. AND SPRINT SPECTRUM L.P.)	CASE NO.
D/B/A SPRINT PCS FOR ARBITRATION OF)	2007-00180
RATES, TERMS AND CONDITIONS OF)	
INTERCONNECTION WITH BELL SOUTH)	
TELECOMMUNICATIONS, INC. D/B/A AT&T)	
KENTUCKY D/B/A AT&T SOUTHEAST)	

O R D E R

On May 7, 2007, Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS (collectively, "Sprint") filed a petition for arbitration pursuant to 47 U.S.C. § 252(b), seeking resolution of the commencement date of the extension of its interconnection agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast ("AT&T"), among other issues. On September 18, 2007, the Commission ordered that the commencement date for the extension of the Sprint-AT&T interconnection agreement is December 29, 2006, for a fixed 3-year term.

On October 22, 2007, Sprint submitted a motion to enforce the September 18, 2007 Order. On October 31, 2007, AT&T submitted an amendment to the extension of the interconnection agreement, signed and agreed to by both parties. The parties state that they have amended the agreement to modify provisions pursuant to the Commission's Order, dated September 18, 2007, in this matter.¹ The agreement was

¹ The amendment is provided as Appendix A to this Order.

arbitrated pursuant to 47 U.S.C. §§ 251 and 252 of the 1996 Telecommunications Act.
On October 31, 2007, Sprint moved to withdraw its motion for enforcement.

The Commission has reviewed the agreement and the amendment and finds that no portion of either document discriminates against a telecommunications carrier that is not a party. The Commission also finds that the implementation of this agreement and the amendment is consistent with the public interest, convenience, and necessity.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that:

1. The amendment to the extension of the interconnection agreement is accepted, approved, and granted with an effective date of December 29, 2006.
2. Sprint's motion to withdraw its motion for enforcement is granted.

Done at Frankfort, Kentucky, this 7th day of November, 2007.

By the Commission

ATTEST:


Executive Director

Case No. 2007-00180

APPENDIX A

**APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2007-00180 DATED November 7, 2007**

**Amendment to
Interconnection Agreement
between
Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.
and
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
Dated January 1, 2001**

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T are amending the Agreement to modify provisions pursuant to the Kentucky Public Service Commission's Order dated September 18, 2007, Case No. 2007-00180;

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, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions -- Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended three years from December 29, 2006 and shall expire as of December 28, 2009. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum, L.P.
and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky - Kentucky 3 Year Extension Amendment

2.2 During the term of December 29, 2006 to December 28, 2009, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.

3. Either or both of the Parties are authorized to submit this Amendment to the Kentucky Public Service Commission ("Commission") for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

By: [Signature]

Name: Kristen E. Shore

Title: Director

Date: 11/1/07

Sprint Communications Company
Limited Partnership

By: [Signature]

Name: Craig T. Cowdin

Title: Vice President

Date: 10.26.2007

Sprint Communications
Company L.P.

By: [Signature]

Name: Craig T. Cowdin

Title: Vice President

Date: 10.26.2007

Sprint Spectrum L.P.

By: [Signature]

Name: Craig T. Cowdin

Title: Vice President

Date: 10.26.2007

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P.
and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky - Kentucky 3 Year Extension Amendment

Exhibit C



Lynn Allen-Flood
675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

T: 404-627-1376
F: 404-629-7839
lynn.allen-flood@att.com

VIA ELECTRONIC MAIL & UPS DELIVERY

August 21, 2007

W. Richard Morris
VP-External Affairs
Sprint Communications Company L.P.
6450 Sprint Parkway
Mail Stop KSOPHN0214-2A721
Overland Park, KS 66251

Craig T. Smith
Attorney
Sprint Communications Company L.P.
6450 Sprint Parkway
Mail Stop KSOPHN0214-2A671
Overland Park, KS 66251

Paul D. Reed
Group Manager
Sprint Communications Company L.P.
6450 Sprint Parkway
Mail Stop KSOPHW0516
Overland Park, KS 66251

Email: Rich.r.morris@mail.sprint.com

Email: Paul.d.reed@mail.sprint.com

Email: Craig.Smith@mail.sprint.com

RE: CLEC Interconnection Agreement between Southwestern Bell Telephone Company
d/b/a AT&T Missouri in the state of Missouri, effective February 13, 2003

Dear Messrs. Morris, Reed, and Smith:

As you know, the term of our interconnection agreement expired on February 15, 2004. This letter will serve as your official notice, specific to Section 5 that AT&T Missouri intends to terminate its existing interconnection agreement with Sprint Communications Company L.P.

In addition, please be advised that AT&T Missouri is hereby establishing a negotiations window with Sprint Communications Company L.P., as of the date of this letter, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996, by formally requesting that Sprint Communications Company L.P. negotiate an Interconnection Agreement with AT&T Missouri.

Thank you for your prompt attention. I will be the contact for all correspondence concerning this matter and can be reached at the number listed above.

Sincerely,

Lynn Allen-Flood

Lynn Allen-Flood
Lead Negotiator

CC: Fred Broughton
Sprint Communications Company L.P.
Mailstop KSOPHA0310-3B370
6330 Sprint Parkway
Overland Park, KS 66251
Email: fred.broughton@sprint.com



Key Lyon
Four AT&T Plaza
Room 2040.03
Dallas, TX 75202
T: 214-858-0728
F: 214-858-1248
kaylyon@att.com

VIA ELECTRONIC MAIL & UPS DELIVERY

August 21, 2007

Mr. Ralph Smith
Manager-Carrier Interconnection Management
6580 Sprint Parkway
Mail Stop KSOPHW0516
Overland Park, KS 66251
Rsmith82@sprintspectrum.com
Ralph.R.Smith@sprint.com

RE: CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Arkansas in the state of Arkansas, approved on March 4, 2004.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and The Southern New England Bell Telephone d/b/a AT&T Connecticut in the state of Connecticut.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Indiana Bell Telephone Incorporated d/b/a AT&T Indiana in the state of Indiana, effective on November 6, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Kansas in the state of Kansas, effective on November 20, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Michigan Bell Telephone d/b/a AT&T Michigan in the state of Michigan, effective on October 7, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Missouri in the state of Missouri, effective on December 5, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Nevada Bell Telephone d/b/a AT&T Nevada in the state of Nevada, effective on December 17, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and The Ohio Bell Telephone d/b/a AT&T Ohio in the state of Ohio, effective on September 17, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Oklahoma in the state of Oklahoma, approved on April 2, 2004.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Texas in the state of Texas, approved on October 16, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Wisconsin Bell Incorporated d/b/a AT&T Wisconsin in the state of Wisconsin, effective on November 2, 2003.

Dear Mr. Smith:

As you know, the term of our interconnection agreements in Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin expired on November 30, 2004. This letter will serve as your official

notice, specific to Section 19 that AT&T intends to terminate its existing interconnection agreement with Sprint Spectrum L. P. in Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

In addition, please be advised that AT&T is hereby establishing a negotiations window with Sprint Spectrum L. P., as of the date of this letter, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996, by formally requesting that Sprint Spectrum L. P. negotiate a Cellular/PCS Interconnection Agreement with AT&T in Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

Thank you for your prompt attention. I will be the contact for all correspondence concerning this matter and can be reached at the number listed above.

Sincerely,

Kay Lyon

Kay Lyon
Lead Negotiator

CC: Fred Broughton
ICA Solutions
6330 Sprint Parkway
Mail Stop KSOPHA0310-38320
Overland Park, KS 66251
Email: fred.broughton@sprint.com



Proud Sponsor of the U.S. Olympic Team

BCC: Keith Milner
Mike David
Pam Lee
Benton Kelley
Diana Durham
Kathy Wilson-Chu
Deana Charba



Kay Lyon
Four AT&T Plaza
Room 2D40.03
Dallas, TX 75202

T: 214-858-0728
F: 214-858-1248
kaylyon@att.com

VIA ELECTRONIC MAIL & UPS DELIVERY

August 21, 2007

Mr. Fred Broughton
ICA Solutions
6330 Sprint Parkway
Mail Stop KSOPHA0310-3B320
Overland Park, KS 66251

Email: fred.broughton@sprint.com

RE: CMRS Interconnection Agreement between Nextel West Corp. and Southwestern Bell Telephone Company d/b/a AT&T Missouri in the state of Missouri.

Dear Mr. Broughton:

As you know, the term of our interconnection agreement in Missouri expired on November 1, 2003. This letter will serve as your official notice, specific to Section 18 that AT&T intends to terminate its existing interconnection agreement with Nextel West Corp. in Missouri.

In addition, please be advised that AT&T is hereby establishing a negotiations window with Nextel West Corp., as of the date of this letter, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996, by formally requesting that Nextel West Corp. negotiate a Cellular/PCS Interconnection Agreement with AT&T Missouri.

Thank you for your prompt attention. I will be the contact for all correspondence concerning this matter and can be reached at the number listed above.

Sincerely,

Kay Lyon
Kay Lyon
Lead Negotiator

BCC: Keith Milner
Mike David
Pam Lee
Benton Kelley
Diana Durham
Kathy Wilson-Chu
Deana Charba

Exhibit D

Sprint

Together with ATT

Sprint Nextel

1910 Sprint Parkway, Kansas City, MO 64108
Overland Park, KS 66205
Office: (913) 222-4200 Fax: (913) 222-9100
Keith.Kassien@sprint.com

August 31, 2007

Via Electronic Mail and U.S. Mail

Kay Lyon
Four AT&T Plaza
Room 2040.03
Dallas, TX 75202
214-858-0728
kaylyon@att.com

Dear Ms. Lyon:

RE: Interconnection Agreements between Southwestern Bell Telephone d/b/a AT&T Missouri ("AT&T") and Sprint Spectrum L.P. ("Sprint") for the state of Missouri

Dear Ms. Lyon:

This letter is in response to your correspondence dated August 21, 2007 regarding the interconnection agreements referenced above. In that letter ATT provided notice of its intent to terminate its existing interconnection agreements.

Additionally, ATT advised that it was establishing a negotiations window pursuant to Section 252(b)(1). While Sprint does not concede that AT&T possesses the authority to open a negotiations window, Sprint accepts ATT's notice and agrees to commence negotiations in accordance with the terms of the interconnection agreements and Section 252(b)(1) with ATT as of today's date. Accordingly, the 135th day will be January 12, 2008 and the 160th day will be February 6, 2008.

Sprint's agreement to negotiate an interconnection agreement does not constitute a waiver of any rights it has under the existing interconnection agreements, federal law, state law, or the FCC approved Merger Commitments under "Reducing Transaction Costs Associated with Interconnection Agreements" ("Merger Commitments") as ordered in the BellSouth - AT&T merger, WC Docket No. 06-74. Specifically, Sprint reserves the right to enforce any Merger Commitment including, without limitation, the right to extend its current interconnection agreement by 3 years, its right to port an interconnection agreement from another state, and its right to commence negotiations with its existing agreement.

Sincerely



Keith L. Kassien

Cc. Fred Broughton
Gary Lindsey

Exhibit E

Sprint



Together with NEXTEL

Sprint Nextel
6300 Sprint Parkway - KSOPHA0310
Overland Park, KS 66223
Office: (913) 762-4200 Fax: (913) 762-0104
Keith.Kassien@sprint.com

Keith Kassien
Manager - Access Solutions

November 20, 2007

Electronic and Overnight mail

Ms. Kay Lyon, Lead Negotiator
AT&T Wholesale
4 AT&T Plaza, 311 S. Akard
Room 2040.03
Dallas, Texas 75202

Mr. Randy Ham, Assistant Director
AT&T Wholesale
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

Ms. Lynn Allen-Flood
AT&T Wholesale - Contract Negotiations
675 W. Peachtree St. N.E.
34S91 Atlanta, GA 30375

Re: Adoption of the Interconnection Agreement By and Between BellSouth Telecommunications, Inc.
and Sprint Communications Company L.P. and Sprint Spectrum L.P. dated January 1, 2001.

Dear Kay, Randy and Lynn:

The purpose of this letter is to notify the AT&T Corporation incumbent local exchange entities operating in the former SBC legacy territory ("AT&T") that the wireless and CLEC subsidiaries of Sprint Nextel Corporation ("Sprint Nextel") are exercising their right to adopt the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001 ("Sprint ICA") as amended, filed and approved in the 9 legacy BellSouth states and extended in Kentucky. Sprint Nextel exercises this right pursuant to the FCC approved Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" ("Merger Commitments") as ordered in the AT&T/BellSouth merger, WC Docket No. 06-74. The Sprint ICA is available online at AT&T's website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

The impacted AT&T incumbent local exchange companies, Sprint CLEC and wireless entities are identified by state in the attached Exhibit 1. The Sprint Nextel entities are wholly owned subsidiaries of Sprint Nextel Corporation. Enclosed is Sprint Nextel's completed AT&T form with

respect to the Merger Commitments, with any language within such forms stricken to the extent such language is not contained within the Merger Commitments.

As AT&T is aware, all relevant state-specific sections are already identified in the Sprint ICA (the "state-specific sections"). Likewise, since the Sprint ICA is already TRRO-compliant and has an otherwise effective change of law provision, there is no issue to prevent AT&T from also making the Sprint ICA available to Sprint Nextel in the states listed on Exhibit 1 pursuant to Merger Commitment No. 2. By correspondence dated July 10, 2007, Sprint Nextel previously notified AT&T in connection with Sprint Nextel's intention to adopt the Sprint ICA in Ohio. We indicated in that letter that we recognized that within these state-specific sections "state-specific pricing and performance plans and technical feasibility" issues may need to be negotiated. We requested you to identify any state orders that AT&T believed constituted "state-specific pricing and performance plans and technical feasibility" issues that affected these state specific sections. We have also verbally indicated to AT&T that we intended to adopt the Sprint ICA in additional states beyond Ohio.

We have heard nothing from you on any proposed contract sections to be modified to address the state-specific sections or any state-specific orders regarding pricing, performance plans or other issues. Rather than address the issues presented, AT&T responded with cancellation letters of not only the existing agreement in Ohio but all of the existing agreements in all of the legacy 13 SBC states.

As you are aware we have filed a complaint in Ohio regarding the substance of our July 10th letter. AT&T recently filed its motion to dismiss. In light of these circumstances, it is apparent to us that AT&T simply is not interested in discussions regarding state-specific issues associated with the adoption of the Sprint ICA in other states. However, if AT&T is willing to discuss negotiations to address state-specific issues, please let us know by November 28, 2007. We understand that these negotiations would not prevent the adoption of the Sprint ICA pursuant to Merger Commitment No. 1 while those negotiations proceed.

Sprint Nextel hereby requests that AT&T provide, upon receipt of this letter, but no later than November 28, 2007, written acknowledgement of adoption of the Sprint ICA within the states listed on Exhibit 1.

Sprint's exercise of its rights under the Merger Commitments is in response to AT&T's termination of the Sprint Nextel interconnection agreements in the referenced states. This letter constitutes the notice we indicated that we would provide in our correspondence dated November 12, 2007. Should AT&T have any questions regarding Sprint Nextel's exercise of these rights under the Merger Commitments, please do not hesitate to call. Thank you in advance for your prompt attention to this matter.

Page 3
November 20, 2007

Sincerely,

A handwritten signature in cursive script, appearing to read "Keith L. Kassien".

Keith L. Kassien

Enclosures

Cc: Mr. Jeffrey M. Pfaff, Counsel for Sprint Nextel
Mr. Fred Broughton, Interconnection Solutions

Exhibit 1

<u>State</u>	<u>AT&T Entity</u>	<u>Sprint Entities</u>
AR	Southwestern Bell Telephone d/b/a AT&T Arkansas	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp., NPCR, Inc.
CA	Pacific Bell Telephone d/b/a AT&T California	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel of California, Inc.
CT	The Southern New England Bell Telephone d/b/a AT&T Connecticut	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel Communications of the Mid-Atlantic, Inc.
KS	Southwestern Bell Telephone Company d/b/a AT&T Kansas	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
IL	Illinois Bell Telephone d/b/a AT&T Illinois	Sprint Communications L.P. d/b/a Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp., NPCR, Inc.
IN	Indiana Bell Telephone d/b/a AT&T Indiana	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp, NPCR, Inc.
MI	Michigan Bell Telephone Company d/b/a AT&T Michigan	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
MO	Southwestern Bell Telephone Company d/b/a AT&T Missouri	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
NV	Nevada Bell Telephone Company d/b/a AT&T Nevada	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel of California, Inc.
OK	Southwestern Bell Telephone Company d/b/a AT&T Oklahoma	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
TX	Southwestern Bell Telephone Company d/b/a AT&T Texas	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel of Texas, Inc., NPCR, Inc.
WI	Wisconsin Bell Incorporated d/b/a AT&T Wisconsin	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp., NPCR, Inc.

TO: Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

November 20, 2007

RE: Request to Port Interconnection Agreement

Director - Contract Management:

Pursuant to ICA Merger Commitment 7.1 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment 7.1"), Sprint Nextel Corporation, through its wholly-owned subsidiaries (jointly "Sprint Nextel"), exercises its right to port the existing Interconnection Agreement between BellSouth Telecom, Inc. and Sprint Communication Company L.P. and Sprint Spectrum L.P. in the state of Kentucky to the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Texas and Wisconsin and, by this notice, requests AT&T, through its incumbent local exchange carriers, to support this exercised right. Sprint Nextel understands that pursuant to ICA Merger Commitment 7.1, porting of the Interconnection Agreement is subject to state-specific pricing and performance plans.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	(see Attached)
NOTICE CONTACT TITLE	
STREET ADDRESS	
ROOM OR SUITE	
CITY, STATE, ZIP CODE	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

AT&T already possesses appropriate proof of certification for state requested.

Form completed and submitted by: Fred Broughton

Contact number: 913-762-4070

* All requested carrier notice contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Carrier Contact Notice Information Attachment

All AT&T notices to Sprint Nextel should be sent to the same person(s) at the following addresses as an update to the addresses identified in the interconnection agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. a/k/a Sprint Communications Company Limited Partnership and Sprint Spectrum L.P. (collectively "Sprint") ("the Sprint ICA").

For Sprint Nextel:

Manager, ICA Solutions
Sprint
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

or

Manager, ICA Solutions
Sprint
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
(913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966

or

Legal/Telecom Mgmt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348 (overnight mail only)

Exhibit F

Sprint



Sprint Nextel

Legal Assistant

Manager - Business Affairs

July 10, 2007

Electronic and Overnight Mail

Ms. Kay Lyon, Lead Negotiator
AT&T Wholesale
4 AT&T Plaza, 311 S. Akard
Room 2040.03
Dallas, Texas 75202

Mr. Randy Ham, Assistant Director
AT&T Wholesale
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

Ms. Lynn Allen-Flood
AT&T Wholesale - Contract Negotiations
675 W. Peachtree St. N.E.
34S91
Atlanta, GA 30375

Re: Sprint Communications Company, L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. (collectively "Sprint Nextel") respective adoption of the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001.

Dear Kay, Randy and Lynn:

The purpose of this letter is to notify the Ohio Bell Telephone Company (now known as AT&T of Ohio, hereinafter "AT&T") that Sprint Communications Company L.P.; Sprint Spectrum L.P., as agent and general partner for WirelessCo, LP, and as agent for SprintCom, Inc.; Nextel West Corp.; and, NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint Nextel") are exercising their right to adopt in Ohio the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001 ("Sprint ICA") as amended, filed and approved in the 9 legacy BellSouth states. Sprint Nextel exercises this right pursuant to the FCC approved Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" ("Merger Commitments") as ordered in the BellSouth - AT&T merger, WC Docket No. 06-74.

The Sprint Nextel entities are wholly owned subsidiaries of Sprint Nextel Corporation.

As AT&T is aware, all relevant state-specific sections are already identified in the Sprint ICA (the "state-specific sections"). Sprint Nextel recognizes that within these state-specific sections, we may need to negotiate "state-specific pricing and performance plans and technical feasibility" issues. In order to facilitate these negotiations, please identify any state orders that AT&T believes constitutes "state-specific pricing and performance plans and technical feasibility" such that it effects these state specific sections. We understand that these negotiations would not prevent the adoption of the Sprint ICA.

Page 2
July 10, 2007
Ms. Lyon

pursuant to Merger Commitment No. 1 while those negotiations proceed. Likewise, since the Sprint ICA is already TRRO compliant and has an otherwise effective change of law provision, there is no issue to prevent AT&T from also making the Sprint ICA available to Sprint Nextel in Ohio pursuant to Merger Commitment No. 2.

Enclosed are Sprint Nextel's completed AT&T forms with respect to Merger Commitment Nos. 1 and 2, with any language within such forms stricken to the extent such language is not contained within the Merger Commitments.

Also enclosed for AT&T's execution are two copies of an adoption document to implement Sprint Nextel's adoption of the Sprint ICA in Ohio. Please sign and return both executed documents for receipt by me no later than July 24, 2007. Upon receipt I will have both documents executed on behalf of Sprint Nextel and return one fully executed adoption document to you. I will also cause to be filed with the Public Utilities Commission of Ohio a copy of the fully executed adoption document along with a copy of the current 1,169 page Sprint ICA, as amended, which I will print off from your website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

To the extent notice may be deemed necessary pursuant to the existing interconnection agreements between any of the Sprint Nextel entities and AT&T, please also consider this letter as Sprint Nextel's conditional notice to terminate the existing Section 251/252 interconnection agreements currently in place between Sprint Nextel and AT&T in Ohio upon acknowledgement by the Public Utilities Commission of Ohio that Sprint Nextel has adopted the Sprint ICA. Upon such acknowledgement, the existing Section 251/252 interconnection agreements referenced in the preceding sentence will then be considered terminated and superseded by the adopted Sprint ICA.

Should AT&T have any questions regarding Sprint Nextel's adoption of the Sprint ICA in Ohio, please do not hesitate to call.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Keith L. Kasslen

Enclosures

CC: Mr. Jeffrey M. Pfaff, Counsel for Sprint Nextel
Ms. Jennifer A. Duane, Director, State Regulatory Affairs, Sprint Nextel
Mr. Fred Broughton, Interconnection Solutions

TO: Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

July 10, 2007

RE: Notice to Adopt Interconnection Agreement

Director - Contract Management:

Pursuant to ICA Merger Commitment 7.2 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with the merger of AT&T Inc. and BellSouth Corporation ("ICA Merger Commitment 7.2"), Sprint Communications Company L.P., a Delaware Partnership, Sprint Spectrum L.P., a Delaware Partnership, as agent for SprintCom, Inc., a Kansas Corporation, and WirelessCo, L.P., a Delaware Partnership, Nextel West Corp., a Delaware Corporation, and NPCR, Inc. d/b/a Nextel Partners, a Delaware Corporation (jointly "Sprint Nextel") exercises its right to opt into the existing Interconnection Agreement ("ICA") between BellSouth Telecom, Inc. ("AT&T") and Sprint Communication Co., L.P. and Sprint Spectrum L.P. in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, & Tennessee, pursuant to ICA Merger Commitment 7.2, if the Agreement has not been amended to reflect changes of law, Sprint Nextel acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal notice.

	CARRIER NOTICE CONTACT INFO*
NAME, TITLE	(See Attached)
STREET ADDRESS	
ROOM OR SUITE	
CITY, STATE, ZIP CODE	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

AT&T already possessed appropriate proof of certification for state requested.

Form completed and submitted by: Fred Broughton
Contact number: 913-762-4070

* All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Sprint Spectrum L.P. and Sprint Communications Company L.P. and Nextel West Corp., and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint Nextel")
Carrier Contact Notice Information Attachment

All AT&T notices to Sprint Nextel should be sent to the same person(s) at the following addresses as an update to the addresses identified in the interconnection agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. a/k/a Sprint Communications Company Limited Partnership and Sprint Spectrum L.P. (collectively "Sprint") dated January 1, 2001 ("the Sprint ICA").

For Sprint Nextel:

**Manager, ICA Solutions
Sprint
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954**

or

**Manager, ICA Solutions
Sprint
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
(913) 762-4847 (overnight mail only)**

With a copy to:

**Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966**

or

**Legal/Telecom Mgmt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348 (overnight mail only)**

Exhibit G

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 800 404-4546



October 9, 2007

Keith L. Kassien
Manager - Access Solutions
Sprint Nextel
6330 Sprint Parkway - KSOPHA0310
Overland Park, KS 66251

Re: Sprint Communications Company, L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc.'s
Adoption Request

Dear Mr. Kassien:

This is in response to your letter dated July 10, 2007¹, on behalf of Sprint Communications Company, L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. (collectively "Sprint Nextel"). The aforementioned letter states that, pursuant to Merger Commitments 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements," as ordered in the BellSouth-AT&T merger, WC Docket No. 06-74, Nextel is exercising its right to adopt the Interconnection Agreement between BellSouth Telecommunications, Inc.² and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. ("Sprint ICA") in the State of Ohio. The letter is also to be considered Sprint Nextel's conditional notice to terminate its existing Section 251/252 ICAs between Sprint Nextel and AT&T Ohio upon approval of the adopted Sprint ICA.

The Sprint ICA was entered into on January 1, 2001, and was amended twice to extend the term to December 31, 2004. Since the expiration date, the parties have been operating under the Sprint ICA while the parties have been negotiating a successor ICA. As the Sprint ICA is expired and is currently in arbitration at the relevant state commissions, it is not available for adoption, as it was not adopted within a reasonable period of time as required by 47 C.F.R. § 51.809(c).

Kay Lyon will continue to be the AT&T Lead Negotiator assigned to Sprint Nextel for the AT&T 13-state region. She may be contacted at 214-858-0728. Please direct any questions or concerns you may have to Ms. Lyon.

If you would like to have further discussions regarding this matter, AT&T would be happy to participate in order to bring these issues to a quick and amicable resolution.

Sincerely,

A handwritten signature in dark ink, appearing to read "E. Reed", written over the typed name "Eddie A. Reed".

Eddie A. Reed

¹ Sprint's correspondence was received via e-mail on July 10, 2007. Because Sprint stated it was exercising rights pursuant to certain merger commitments, by e-mail dated July 11, 2007, AT&T requested that Sprint submit its correspondence using the merger commitment process established by AT&T for the industry. AT&T provided Sprint instructions regarding the same. Sprint never responded, nor did it re-submit its request. On October 4, 2007, Sprint sent the same request, again via e-mail. In order to move this matter along, unless further instructed by Sprint, AT&T will process this request as if it had been submitted via AT&T's merger commitment process.

² BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, and will be referred to herein as "AT&T".

Exhibit H



Accessible

Date: November 16, 2007

Number: CLECALL07-086

Effective Date: November 16, 2007

Category: Other

Subject: (Interconnection Agreements) Clarification of BellSouth Merger Commitments

Related Letters: NA

Attachment: NA

States Impacted: Illinois, Indiana, Ohio, Michigan, Wisconsin, California, Nevada, Arkansas, Kansas, Missouri, Oklahoma, Texas and Connecticut

Issuing ILECS: AT&T Illinois, AT&T Indiana, AT&T Ohio, AT&T Michigan, AT&T Wisconsin, AT&T California, AT&T Nevada, AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and AT&T Connecticut

Response Deadline: January 15, 2008

Contact: AT&T Negotiator

Conference Call/Meeting: NA

The purpose of this Accessible Letter is to clarify AT&T's implementation of two merger commitments adopted and approved by the Federal Communications Commission ("FCC") in its BellSouth/AT&T "Merger Order".¹ The commitments discussed herein concern porting and extending interconnection agreements ("ICAs").

Porting ICAs

Merger Commitment 7.1 allows carriers to port effective interconnection agreements entered into in any state in AT&T's 22-state ILEC operating territory (subject to stated limitations and requirements).² Some carriers have inquired why they are not able to port an agreement when the initial term has expired but the agreement itself has not yet been noticed for termination/renewal. This letter clarifies that such agreements are, in fact, eligible for porting under Merger Commitment 7.1, and AT&T has consistently implemented the commitment in this manner. However, carriers should be aware that adopted agreements always carry the same expiration date as the underlying agreement that is being adopted.³ Therefore, if a carrier adopts and ports an ICA whose initial term has expired, subsequent noticing of that ICA for termination and renewal will require that the adopted/ported agreement also be renewed. Moreover, consistent with federal rules, ICAs that have been noticed for termination/renewal are not eligible to be ported because they have already "remain[ed] available for use by telecommunications carriers...for a reasonable period of time."⁴ Accordingly, when porting agreements pursuant to Merger Commitment 7.1, carriers should be mindful of whether the ICA, by its terms, is eligible to be noticed for termination/renewal or has already been noticed by either party.

¹ Memorandum Opinion and Order, *In the Matter of AT&T, Inc. and BellSouth Corporation Application for Transfer of Control*, 22 F.C.C.R. 5662 at ¶222, Appendix F (March 26, 2007) ("Merger Order").

² Merger Order at Appendix F, "Reducing Transaction Costs Associated with Interconnection Agreements," ¶ 1.

³ *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, Second Report and Order, 19 FCC Rcd 13494 (FCC 2004).

⁴ 47 C.F.R. § 51.809(c).

Extending ICAs' Terms

Merger Commitment 7.4 allows carriers to extend the terms of their current ICAs for a period of up to three (3) years, subject to amendment to reflect prior and future changes of law.⁵ The question has arisen whether ICAs may be extended for three years from the expiration date of the ICA's initial term (as interpreted and implemented by AT&T) or some other date (e.g., the merger close date of December 29, 2006 or the date of a carrier's extension request). While AT&T believes that its interpretation is supported by the plain language of Merger Commitment 7.4, as well as by the *ex parte* documents submitted to the FCC and the negotiations of the commitment prior to release of the Merger Order, AT&T is modifying its position to allow carriers additional opportunities to extend the terms of their agreements. As such, effective with the date of this Accessible Letter, AT&T will implement Merger Commitment 7.4 as follows:

ICAs Expiring Prior to January 15, 2008 (Option 1): ICAs whose initial terms have already expired, or will expire prior to January 15, 2008, may be extended for up to three years from the date of a carrier's extension request, provided that AT&T receives the carrier's extension request prior to January 15, 2008.⁶ An ICA's term may be extended only once pursuant to Merger Commitment 7.4.⁷ If no request to extend the ICA's term has been received by AT&T prior to January 15, 2008, the ICA's term may not be extended pursuant to the merger commitment.

ICAs Expiring On or After January 15, 2008 (Option 2): ICAs whose initial terms will expire on or after January 15, 2008, may be extended for up to three years from the expiration date of the ICA's initial term, provided that (i) AT&T receives a carrier's extension request prior to the ICA's expiration date of the initial term, and (ii) the ICA's initial term expires before June 29, 2010, the sunset date of the merger commitment. ICAs whose initial term expires after June 29, 2010 are not eligible for extension. An ICA's term may be extended only once pursuant to Merger Commitment 7.4. If no request to extend the ICA's term has been received by AT&T as of the expiration date of the ICA's initial term, the ICA may not be extended pursuant to the merger commitment.

Important Note for Both Options Above: The expiration date of an agreement's initial term may be either express (e.g., "January 15, 2008") or a date that requires calculation (e.g., "three years from the Effective Date"). Initial terms may also be a date established by a filed and approved amendment (e.g., an ICA's initial term expired on January 15, 2001, but an amendment extended the expiration date until January 15, 2003, in which case the latter is still considered the expiration date of the ICA's initial term). For purposes of implementing Merger Commitment 7.4, the expiration date of an agreement's *initial term* will in all cases be used, as described above, to calculate whether the agreement is eligible for extension. Any evergreen term, renewal term or default term (e.g., month-to-month or year-to-year) or any other term that continues the agreement beyond the expiration of its initial term will have no bearing on whether and how the agreement may be extended. This has important implications for the options discussed above, including without limitation:

⁵ Merger Order at Appendix F, "Reducing Transaction Costs Associated with Interconnection Agreements," ¶ 4. Merger Commitment 7.4 applies to ICAs in effect as of the date of the Merger Order, December 29, 2006.

⁶ Compare with *Order of the Kentucky Public Service Commission*, Petition of Sprint Communications Company L.P. et al. For Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast, Case No. 2007-00180 (Sept. 18, 2007) (holding that Merger Commitment 7.4 gives carriers the right to extend ICAs for three years from the merger close date of December 29, 2006, or until December 29, 2009).

⁷ Carriers that extended or requested to extend the initial term of an ICA that has already expired pursuant to AT&T's prior policy (i.e., for up to three years from the initial expiration date) may re-submit a request to extend the ICA pursuant to this Accessible Letter. For such carriers, the ICA may be extended under Option 1 for up to three years from the date of carrier's *initial, prior* request, as long as carrier sends the required notice discussed herein by January 15, 2008.

- For Option 1, the initial term of an ICA may have already expired but the ICA may still be in effect (e.g., the ICA expired on June 1, 2007 and it is presently in effect on a month-to-month basis). The required extension notice under Option 1 must be received by AT&T prior to January 15, 2008, regardless of the fact that the ICA remains in effect on a month-to-month or other basis. On January 15, 2008, unless a carrier has submitted the required notice to extend the term, it will be deemed to have waived any extension rights with respect to that ICA.
- For Option 2, the required term extension notice must be received by AT&T prior to the expiration date of the ICA's initial term, regardless of whether the ICA continues in effect beyond the expiration date of the initial term. Upon the expiration date of an ICA's initial term, a carrier will be deemed to have waived any extension rights with respect to that ICA.

The options under Merger Commitment 7.4 as described in this Accessible Letter are available to carriers regardless of whether they have already submitted an extension request, and regardless of the disposition of that prior request. However, carriers desiring to extend the terms of their ICAs as stated herein must submit another extension request, as AT&T is unable to decide unilaterally what any carrier may want to avail itself of at this point in time. **Carriers may not rely on prior extension requests to avail themselves of the options discussed in this Accessible Letter. Carriers who do not submit an extension request, by the time periods indicated above, may not extend their ICAs pursuant to Merger Commitment 7.4 as described herein.** Extension Request Forms can be found by CLECs on AT&T's CLEC Online website at <https://clec.att.com/clec>⁸ and by paging/wireless carriers at <https://primeaccess.att.com/>.⁹

Conclusion

Any questions regarding this Accessible Letter should be directed to your Lead Negotiator.

A copy of AT&T Texas' filing with the Public Utility Commission of Texas and any accompanying tariff sheets (if applicable) can be viewed on the Internet at the following website, typically on the effective date of the changes.

http://www.att.com/search/tariffs.jsp?category=TEXAS/TELCO/FILING_LOG

⁸ From the HOME page of CLEC Online, click on the sub-heading Interconnection Agreements located on the left-hand side of the page and follow your cursor to the BLS Merger Commitment Request Forms link. A new window will appear. On the page AT&T/BLS Merger Commitments under Reducing Transaction Costs Associated with Interconnection Agreements, you will see a list of four commitments. The fourth contains an Extension Request Form to be completed and submitted to AT&T Wholesale Contract Management, via fax or email. The fax number and email address are provided on this page.

⁹ From the HOME page of Prime Access, click on the subheading BLS-Merger Request Forms located on the left-hand side of the page. An AT&T CLEC Online Disclaimer will appear, click OK. A page containing the BLS Merger Commitment Request Forms will be displayed. Under Reducing Transaction Costs Associated with Interconnection Agreements, you will see a list of four commitments. The fourth contains an Extension Request Form to be completed and submitted to AT&T Wholesale Contract Management, via fax or email. The fax number and email address are provided on this page.

Exhibit I

By and Between

**Southwestern Bell Telephone Company
d/b/a
AT&T Missouri**

And

**Sprint Communications Company L.P.,
Sprint Spectrum L.P., as agent for SprintCom, Inc. and
WirelessCo, L.P., and
Nextel West Corp.**

AGREEMENT

THIS AGREEMENT is made by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T"), a Missouri Corporation, having offices at One Bell Center, St. Louis, Missouri, 63101, on behalf of itself and its successors and assigns, and Sprint Communications Company L.P., a Delaware Partnership, Sprint Spectrum L.P., a Delaware Partnership, as agent for SprintCom, Inc., a Kansas Corporation, and WirelessCo, L.P., a Delaware Partnership, and Nextel West Corp., a Delaware Corporation, (jointly "Sprint Nextel") and shall be deemed effective in the respective state of Missouri as of the date it is filed with the state Commission or applicable Authority ("the Effective Date").

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" as required by the Federal Communications Commission in its AT&T, Inc. - BellSouth Corporation Order, i.e., *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, Ordering Clause ¶ 227 at page 112 and Appendix F at page 149, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007), AT&T is also required to make available any entire effective interconnection agreement that an AT&T/BellSouth ILEC has entered into in any state in the AT&T/BellSouth 22-state operating territory; and

WHEREAS, Sprint Nextel has exercised its right to adopt in its entirety the effective interconnection agreement between Sprint Communications Company Limited Partnership a/k/a Sprint Communications Company L.P. ("Sprint CLEC"), Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint PCS") and BellSouth Telecommunications, Inc. dated January 1, 2001 for the state of Kentucky ("the Sprint ICA").

NOW THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Sprint Nextel and AT&T hereby agree as follows:

1. Sprint Nextel and AT&T shall adopt in its entirety the 1,169 page Sprint ICA, a copy of which is available upon request, and is also available for public view on the AT&T website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

2. The term of this Agreement shall be from the Effective Date as set forth above and shall coincide with any expiration or extension of the Sprint ICA.

3. Sprint Nextel and AT&T shall accept and incorporate into this Agreement any amendments to the Sprint ICA executed as a result of any final judicial, regulatory, or legislative action.

4. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid (and email to the extent an email has been provided for notice purposes) to the same person(s) at the same addresses as identified in the Sprint ICA, including any revisions to such notice information as may be provided by Sprint CLEC and Sprint PCS from time to time, and will be deemed to equally apply to Sprint Nextel unless specifically indicated otherwise in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**Southwestern Bell Telephone Company
d/b/a AT&T Missouri**

**Sprint Communications Company
L.P.
Sprint Spectrum L.P.
Nextel West Corp.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 2

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

AT&T Inc. and BellSouth Corporation
Application for Transfer of Control

)
)
)
)
)
)
)

WC Docket No. 06-74

MEMORANDUM OPINION AND ORDER

Adopted: December 29, 2006

Released: March 26, 2007

By the Commission: Chairman Martin and Commissioner Tate issuing a joint statement;
Commissioners Copps and Adelstein concurring and issuing separate statements;
Commissioner McDowell not participating.

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APPENDIX F**Conditions**

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them. Unless otherwise specified herein, the commitments described herein shall become effective on the Merger Closing Date. The commitments described herein shall be null and void if AT&T and BellSouth do not merge and there is no Merger Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

MERGER COMMITMENTS

For the avoidance of doubt, unless otherwise expressly stated to the contrary, all conditions and commitments proposed in this letter are enforceable by the FCC and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter.

Repatriation of Jobs to the U.S.

AT&T/BellSouth¹ is committed to providing high quality employment opportunities in the U.S. In order to further this commitment, AT&T/BellSouth will repatriate 3,000 jobs that are currently outsourced by BellSouth outside of the U.S. This repatriation will be completed by December 31, 2008. At least 200 of the repatriated jobs will be physically located within the New Orleans, Louisiana MSA.

Promoting Accessibility of Broadband Service

1. By December 31, 2007, AT&T/BellSouth will offer broadband Internet access service (*i.e.*, Internet access service at speeds in excess of 200 kbps in at least one direction) to 100 percent of the residential living units in the AT&T/BellSouth in-region territory.² To meet this commitment, AT&T/BellSouth will offer broadband Internet access services to at least 85 percent of such living units using wireline technologies (the "Wireline Buildout Area"). AT&T/BellSouth will make available broadband Internet access service to the remaining living units using alternative

¹ AT&T/BellSouth refers to AT&T Inc., BellSouth Corporation, and their affiliates that provide domestic wireline or Wi-Max fixed wireless services.

² As used herein, the "AT&T/BellSouth in-region territory" means the areas in which an AT&T or BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i). "AT&T in-region territory" means the area in which an AT&T operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i), and "BellSouth in-region territory" means the area in which a BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i).

technologies and operating arrangements, including but not limited to satellite and Wi-Max fixed wireless technologies. AT&T/BellSouth further commits that at least 30 percent of the incremental deployment after the Merger Closing Date necessary to achieve the Wireline Buildout Area commitment will be to rural areas or low income living units.³

2. AT&T/BellSouth will provide an ADSL modem without charge (except for shipping and handling) to residential subscribers within the Wireline Buildout Area who, between July 1, 2007, and June 30, 2008, replace their AT&T/BellSouth dial-up Internet access service with AT&T/BellSouth's ADSL service and elect a term plan for their ADSL service of twelve months or greater.

3. Within six months of the Merger Closing Date, and continuing for at least 30 months from the inception of the offer, AT&T/BellSouth will offer to retail consumers in the Wireline Buildout Area, who have not previously subscribed to AT&T's or BellSouth's ADSL service, a broadband Internet access service at a speed of up to 768 Kbps at a monthly rate (exclusive of any applicable taxes and regulatory fees) of \$10 per month.

Statement of Video Roll-Out Intentions

AT&T is committed to providing, and has expended substantial resources to provide, a broad array of advanced video programming services in the AT&T in-region territory. These advanced video services include Uverse, on an integrated IP platform, and HomeZone, which integrates advanced broadband and satellite services. Subject to obtaining all necessary authorizations to do so, AT&T/BellSouth intends to bring such services to the BellSouth in-region territory in a manner reasonably consistent with AT&T's roll-out of such services within the AT&T in-region territory. In order to facilitate the provision of such advanced video services in the BellSouth in-region territory, AT&T/BellSouth will continue to deploy fiber-based facilities and intends to have the capability to reach at least 1.5 million homes in the BellSouth in-region territory by the end of 2007. AT&T/BellSouth agrees to provide a written report to the Commission by December 31, 2007, describing progress made in obtaining necessary authorizations to roll-out, and the actual roll-out of, such advanced video services in the BellSouth in-region territory.

Public Safety, Disaster Recovery

1. By June 1, 2007, AT&T will complete the steps necessary to allow it to make its disaster recovery capabilities available to facilitate restoration of service in BellSouth's in-region territory in the event of an extended service outage caused by a hurricane or other disaster.
2. In order to further promote public safety, within thirty days of the Merger Closing Date, AT&T/BellSouth will donate \$1 million to a section 501(c)(3) foundation or public entities for the purpose of promoting public safety.

³ For purposes of this commitment, a low income living unit shall mean a living unit in AT&T/BellSouth's in-region territory with an average annual income of less than \$35,000, determined consistent with Census Bureau data, see California Public Utilities Code section 5890(j)(2) (as added by AB 2987) (defining low income households as those with annual incomes below \$35,000), and a rural area shall consist of the zones in AT&T/BellSouth's in-region territory with the highest deaveraged UNE loop rates as established by the state commission consistent with the procedures set forth in section 51.507 of the Commission's rules. 47 C.F.R. § 51.507.

Service to Customers with Disabilities

AT&T/BellSouth has a long and distinguished history of serving customers with disabilities. AT&T/BellSouth commits to provide the Commission, within 12 months of the Merger Closing Date, a report describing its efforts to provide high quality service to customers with disabilities.

UNEs

1. The AT&T and BellSouth ILECs shall continue to offer and shall not seek any increase in state-approved rates for UNEs or collocation that are in effect as of the Merger Closing Date. For purposes of this commitment, an increase includes an increased existing surcharge or a new surcharge unless such new or increased surcharge is authorized by (i) the applicable interconnection agreement or tariff, as applicable, and (ii) by the relevant state commission. This commitment shall not limit the ability of the AT&T and BellSouth ILECs and any other telecommunications carrier to agree voluntarily to any different UNE or collocation rates.
2. AT&T/BellSouth shall recalculate its wire center calculations for the number of business lines and fiber-based collocations and, for those that no longer meet the non-impairment thresholds established in 47 CFR §§ 51.319(a) and (e), provide appropriate loop and transport access. In identifying wire centers in which there is no impairment pursuant to 47 CFR §§ 51.319(a) and (e), the merged entity shall exclude the following: (i) fiber-based collocation arrangements established by AT&T or its affiliates; (ii) entities that do not operate (*i.e.*, own or manage the optronics on the fiber) their own fiber into and out of their own collocation arrangement but merely cross-connect to fiber-based collocation arrangements; and (iii) special access lines obtained by AT&T from BellSouth as of the day before the Merger Closing Date.
3. AT&T/BellSouth shall cease all ongoing or threatened audits of compliance with the Commission's EELs eligibility criteria (as set forth in the *Supplemental Order Clarification's* significant local use requirement and related safe harbors, and the *Triennial Review Order's* high capacity EEL eligibility criteria), and shall not initiate any new EELs audits.

Reducing Transaction Costs Associated with Interconnection Agreements

1. The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.
2. The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.
3. The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement.

4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.

Special Access

Each of the following special access commitments shall remain in effect until 48 months from the Merger Closing Date.

1. AT&T/BellSouth affiliates that meet the definition of a Bell operating company in section 3(4)(A) of the Act ("AT&T/BellSouth BOCs")⁴ will implement, in the AT&T and BellSouth Service Areas,⁵ the Service Quality Measurement Plan for Interstate Special Access Services ("the Plan"), similar to that set forth in the SBC/AT&T Merger Conditions, as described herein and in Attachment A to this Appendix F. The AT&T/BellSouth BOCs shall provide the Commission with performance measurement results on a quarterly basis, which shall consist of data collected according to the performance measurements listed therein. Such reports shall be provided in an Excel spreadsheet format and shall be designed to demonstrate the AT&T/BellSouth BOCs' monthly performance in delivering interstate special access services within each of the states in the AT&T and BellSouth Service Areas. These data shall be reported on an aggregated basis for interstate special access services delivered to (i) AT&T and BellSouth section 272(a) affiliates, (ii) their BOC and other affiliates, and (iii) non-affiliates.⁶ The AT&T/BellSouth BOCs shall provide performance measurement results (broken down on a monthly basis) for each quarter to the Commission by the 45th day after the end of the quarter. The AT&T/BellSouth BOCs shall implement the Plan for the first full quarter following the Merger Closing Date. This commitment shall terminate on the earlier of (i) 48 months and 45 days after the beginning of the first full quarter following the Merger Closing Date (that is, when AT&T/BellSouth files its 16th quarterly report); or (ii) the effective date of a Commission order adopting performance measurement requirements for interstate special access services.

2. AT&T/BellSouth shall not increase the rates paid by existing customers (as of the Merger Closing Date) of DS1 and DS3 local private line services that it provides in the AT&T/BellSouth in-region territory pursuant to, or referenced in, TCG FCC Tariff No. 2 above their level as of the Merger Closing Date.

3. AT&T/BellSouth will not provide special access offerings to its wireline affiliates that are not available to other similarly situated special access customers on the same terms and conditions.

4. To ensure that AT&T/BellSouth may not provide special access offerings to its affiliates that are not available to other special access customers, before AT&T/BellSouth provides a new or modified

⁴ For purposes of clarity, the special access commitments set forth herein do not apply to AT&T Advanced Solutions, Inc. and the Ameritech Advanced Data Services Companies, doing business collectively as "ASL."

⁵ For purposes of this commitment, "AT&T and BellSouth Service Areas" means the areas within AT&T/BellSouth's in-region territory in which the AT&T and BellSouth ILECs are Bell operating companies as defined in 47 U.S.C. § 153(4)(A).

⁶ BOC data shall not include retail data.

contract tariffed service under section 69.727(a) of the Commission's rules to its own section 272(a) affiliate(s), it will certify to the Commission that it provides service pursuant to that contract tariff to an unaffiliated customer other than Verizon Communications Inc., or its wireline affiliates.

AT&T/BellSouth also will not unreasonably discriminate in favor of its affiliates in establishing the terms and conditions for grooming special access facilities.⁷

5. No AT&T/BellSouth ILEC may increase the rates in its interstate tariffs, including contract tariffs, for special access services that it provides in the AT&T/BellSouth in-region territory, as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.

6. In areas within the AT&T/BellSouth in-region territory where an AT&T/BellSouth ILEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such ILEC will offer DS1 and DS3 channel termination services, DS1 and DS3 mileage services, and Ethernet services,⁸ that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs,⁹ at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. In Phase II areas, AT&T/BellSouth also will reduce by 15% the rates in its interstate tariffs as of the Merger Closing Date for Ethernet services that are not at that time subject to price cap regulation. The foregoing commitments shall not apply to DS1, DS3, or Ethernet services provided by an AT&T/BellSouth ILEC to any other price cap ILEC, including any affiliate of such other price cap ILEC,¹⁰ unless such other price cap ILEC offers DS1 and DS3 channel termination and mileage services, and price cap Ethernet services in all areas in which it has obtained Phase II pricing flexibility relief for such services (hereinafter "Reciprocal Price Cap Services") at rates, and on the terms and conditions, applicable to such services in areas in which it has not obtained Phase II pricing flexibility for such services, nor shall AT&T/BellSouth provide the aforementioned 15% discount to such price cap ILEC or affiliate thereof unless such ILEC makes generally available a reciprocal discount for any Ethernet service it offers outside of price cap regulation (hereinafter "Reciprocal Non-Price Cap Services"). Within 14 days of the Merger Closing Date, AT&T/BellSouth will provide notice of this commitment to each price cap ILEC that purchases, or that has an affiliate that purchases, services subject to this commitment from an AT&T/BellSouth ILEC. If within 30 days thereafter, such price cap ILEC does not: (i) affirmatively inform AT&T/BellSouth and the Commission of its intent to sell Reciprocal

⁷ Neither this merger commitment nor any other merger commitment herein shall be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish or maintain such separate affiliate.

⁸ The Ethernet services subject to this commitment are AT&T's interstate OPT-E-MAN, GigaMAN and DecaMAN services and BellSouth's interstate Metro Ethernet Service.

⁹ The Phase II Pricing Flexibility Provisions for DS1 and DS3 services are those set forth in Ameritech Tariff FCC No. 2, Section 21; Pacific Bell Tariff FCC No. 1, Section 31; Nevada Bell Tariff FCC No. 1, Section 22; Southwestern Bell Telephone Company Tariff FCC No. 73, Section 39; Southern New England Telephone Tariff FCC No. 39, Section 24; and BellSouth Telecommunications Tariff FCC No. 1, Section 23.

¹⁰ For purposes of this commitment, the term "price cap ILEC" refers to an incumbent local exchange carrier that is subject to price cap regulation and all of its affiliates that are subject to price cap regulation. The term "affiliate" means an affiliate as defined in 47 U.S.C. § 153(1) and is not limited to affiliates that are subject to price cap regulation.

Price Cap Services in areas where it has received Phase II pricing flexibility for such services at the rates, terms, and conditions that apply in areas where it has not received such flexibility, and to provide a 15% discount on Reciprocal Non-Price Cap Services; and (ii) file tariff revisions that would implement such changes within 90 days of the Merger Closing Date (a "Non-Reciprocating Carrier"), the AT&T/BellSouth ILECs shall be deemed by the FCC to have substantial cause to make any necessary revisions to the tariffs under which they provide the services subject to this commitment to such Non-Reciprocating Carrier, including any affiliates, to prevent or offset any change in the effective rate charged such entities for such services. The AT&T/BellSouth ILECs will file all tariff revisions necessary to effectuate this commitment, including any provisions addressing Non-Reciprocating Carriers and their affiliates, within 90 days from the Merger Closing Date.

7. AT&T/BellSouth will not oppose any request by a purchaser of interstate special access services for mediation by Commission staff of disputes relating to AT&T/BellSouth's compliance with the rates, terms, and conditions set forth in its interstate special access tariffs and pricing flexibility contracts or to the lawfulness of the rates, terms, and conditions in such tariffs and contracts, nor shall AT&T/BellSouth oppose any request that such disputes be accepted by the Commission onto the Accelerated Docket.

8. The AT&T/BellSouth ILECs will not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.

9. Within 60 days after the Merger Closing Date, the AT&T/BellSouth ILECs will file one or more interstate tariffs that make available to customers of DS1, DS3, and Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARC) or growth discounts. To the extent an AT&T/BellSouth ILEC files an interstate tariff for DS1, DS3, or Ethernet services with a varying MARC, it will at the same time file an interstate tariff for such services with a fixed MARC. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year.

10. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC, AT&T/BellSouth will offer an alternative proposal that gives the customer the option of obtaining a volume and/or term discount(s) without a MARC. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC that varies over the life of the contract, AT&T/BellSouth will offer an alternative proposal that includes a fixed MARC.

11. Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date.

Transit Service

The AT&T and BellSouth ILECs will not increase the rates paid by existing customers for their existing tandem transit service arrangements that the AT&T and BellSouth ILECs provide in the AT&T/BellSouth in-region territory.¹¹

ADSL Service¹²

1. Within twelve months of the Merger Closing Date, AT&T/BellSouth will deploy and offer within the BellSouth in-region territory ADSL service to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service. AT&T/BellSouth will continue to offer this service in each state for thirty months after the "Implementation Date" in that state. For purposes of this commitment, the "Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer this service to eighty percent of the ADSL-capable premises in BellSouth's in-region territory in that state.¹³ Within twenty days after meeting the Implementation Date in a state, AT&T/BellSouth will file a letter with the Commission certifying to that effect. In all events, this commitment will terminate no later than forty-two months after the Merger Closing Date.
2. AT&T/BellSouth will extend until thirty months after the Merger Closing Date the availability within AT&T's in-region territory of ADSL service, as described in the ADSL Service Merger Condition, set forth in Appendix F of the *SBC/AT&T Merger Order* (FCC 05-183).
3. Within twelve months of the Merger Closing Date, AT&T/BellSouth will make available in its in-region territory an ADSL service capable of speeds up to 768 Kbps to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service ("Stand Alone 768 Kbps service"). AT&T/BellSouth will continue to offer the 768 Kbps service in a state for thirty months after the "Stand Alone 768 Kbps Implementation Date" for that state. For purposes of this commitment, the "Stand Alone 768 Kbps Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer the Stand Alone 768 Kbps service to eighty percent of the ADSL-capable premises in AT&T/BellSouth's in-region territory in that state. The Stand Alone 768 Kbps service will be offered at a rate of not more than \$19.95 per month (exclusive of regulatory fees and taxes). AT&T/BellSouth may make available such services at other speeds at prices that are competitive with the broadband market taken as a whole.

¹¹ Tandem transit service means tandem-switched transport service provided to an originating carrier in order to indirectly send intraLATA traffic subject to § 251(b)(5) of the Communications Act of 1934, as amended, to a terminating carrier, and includes tandem switching functionality and tandem switched transport functionality between an AT&T/BellSouth tandem switch location and the terminating carrier.

¹² The commitments set forth under the heading "ADSL Service" are, by their terms, available to retail customers only. Wholesale commitments are addressed separately under the heading "ADSL Transmission Service."

¹³ After meeting the implementation date in each state, AT&T/BellSouth will continue deployment so that it can offer the service to all ADSL-capable premises in its in-region territory within twelve months of the Merger Closing Date.

ADSL Transmission Service

AT&T/BellSouth will offer to Internet service providers, for their provision of broadband Internet access service to ADSL-capable retail customer premises, ADSL transmission service in the combined AT&T/BellSouth territory that is functionally the same as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date.¹⁴ Such wholesale offering will be at a price not greater than the retail price in a state for ADSL service that is separately purchased by customers who also subscribe to AT&T/BellSouth local telephone service.

Net Neutrality

1. Effective on the Merger Closing Date, and continuing for 30 months thereafter, AT&T/BellSouth will conduct business in a manner that comports with the principles set forth in the Commission's Policy Statement, issued September 23, 2005 (FCC 05-151).

2. AT&T/BellSouth also commits that it will maintain a neutral network and neutral routing in its wireline broadband Internet access service.¹⁵ This commitment shall be satisfied by AT&T/BellSouth's agreement not to provide or to sell to Internet content, application, or service providers, including those affiliated with AT&T/BellSouth, any service that privileges, degrades or prioritizes any packet transmitted over AT&T/BellSouth's wireline broadband Internet access service based on its source, ownership or destination.

This commitment shall apply to AT&T/BellSouth's wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, defined as the point of interconnection that is logically, temporally or physically closest to the customer's premise where public or private Internet backbone networks freely exchange Internet packets.

This commitment does not apply to AT&T/BellSouth's enterprise managed IP services, defined as services available only to enterprise customers¹⁶ that are separate services from, and can be purchased without, AT&T/BellSouth's wireline broadband Internet access service, including, but not limited to, virtual private network (VPN) services provided to enterprise customers. This commitment also does not apply to AT&T/BellSouth's Internet Protocol television (IPTV) service.

¹⁴ An ADSL transmission service shall be considered "functionally the same" as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date if the ADSL transmission service relies on ATM transport from the DSLAM (or equivalent device) to the interface with the Internet service provider, and provides a maximum asymmetrical downstream speed of 1.5Mbps or 3.0Mbps, or a maximum symmetrical upstream/downstream speed of 384Kbps or 416Kbps, where each respective speed is available (the "Broadband ADSL Transmission Service"). Nothing in this commitment shall require AT&T/BellSouth to serve any geographic areas it currently does not serve with Broadband ADSL Transmission Service or to provide Internet service providers with broadband Internet access transmission technology that was not offered by AT&T to such providers in its in-region territory as of the Merger Closing Date.

¹⁵ For purposes of this commitment, AT&T/BellSouth's wireline broadband Internet access service and its Wi-Max fixed wireless broadband Internet access service are, collectively, AT&T/BellSouth's "wireline broadband Internet access service."

¹⁶ "Enterprise customers" refers to that class of customer identified as enterprise customers on AT&T's website (<http://www.att.com>) as of December 28, 2006.

These exclusions shall not result in the privileging, degradation, or prioritization of packets transmitted or received by AT&T/BellSouth's non-enterprise customers' wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, as defined above.

This commitment shall sunset on the earlier of (1) two years from the Merger Closing Date, or (2) the effective date of any legislation enacted by Congress subsequent to the Merger Closing Date that substantially addresses "network neutrality" obligations of broadband Internet access providers, including, but not limited to, any legislation that substantially addresses the privileging, degradation, or prioritization of broadband Internet access traffic.

Internet Backbone

1. For a period of three years after the Merger Closing Date, AT&T/BellSouth will maintain at least as many discrete settlement-free peering arrangements for Internet backbone services with domestic operating entities within the United States as they did on the Merger Closing Date, provided that the number of settlement-free peering arrangements that AT&T/BellSouth is required to maintain hereunder shall be adjusted downward to account for any mergers, acquisitions, or bankruptcies by existing peering entities or the voluntary election by a peering entity to discontinue its peering arrangement. If on the Merger Closing Date, AT&T and BellSouth both maintain a settlement free peering arrangement for Internet backbone services with the same entity (or an affiliate thereof), the separate arrangements shall count as one settlement-free peering arrangement for purposes of determining the number of discrete peering entities with whom AT&T/BellSouth must peer pursuant to this commitment. AT&T/BellSouth may waive terms of its published peering policy to the extent necessary to maintain the number of peering arrangements required by this commitment. Notwithstanding the above, if within three years after the Merger Closing Date, one of the ten largest entities with which AT&T/BellSouth engages in settlement free peering for Internet backbone services (as measured by traffic volume delivered to AT&T/BellSouth's backbone network facilities by such entity) terminates its peering arrangement with AT&T/BellSouth for any reason (including bankruptcy, acquisition, or merger), AT&T/BellSouth will replace that peering arrangement with another settlement free peering arrangement and shall not adjust its total number of settlement free peers downward as a result.

2. Within thirty days after the Merger Closing Date, and continuing for three years thereafter, AT&T/BellSouth will post its peering policy on a publicly accessible website. During this three-year period, AT&T/BellSouth will post any revisions to its peering policy on a timely basis as they occur.

Forbearance

1. AT&T/BellSouth will not seek or give effect to a ruling, including through a forbearance petition under section 10 of the Communications Act (the "Act") 47 U.S.C. 160, or any other petition, altering the status of any facility being currently offered as a loop or transport UNE under section 251(c)(3) of the Act.

2. AT&T/BellSouth will not seek or give effect to any future grant of forbearance that diminishes or supersedes the merged entity's obligations or responsibilities under these merger commitments during the period in which those obligations are in effect.

Wireless

1. AT&T/BellSouth shall assign and/or transfer to an unaffiliated third party all of the 2.5 GHz spectrum (broadband radio service (BRS)/educational broadband service (EBS)) currently licensed to or leased by BellSouth within one year of the Merger Closing Date.
2. By July 21, 2010, AT&T/BellSouth agrees to: (1) offer service in the 2.3 GHz band to 25% of the population in the service area of AT&T/BellSouth's wireless communications services (WCS) licenses, for mobile or fixed point-to-multi-point services, or (2) construct at least five permanent links per one million people in the service area of AT&T/BellSouth's WCS licenses, for fixed point-to-point services. In the event AT&T/BellSouth fails to meet either of these service requirements, AT&T/BellSouth will forfeit the unconstructed portion of the individual WCS licenses for which it did not meet either of these service requirements as of July 21, 2010; provided, however, that in the event the Commission extends the July 21, 2010, buildout date for 2.3GHz service for the WCS industry at large ("Extended Date"), the July 21, 2010 buildout date specified herein shall be modified to conform to the Extended Date. The wireless commitments set forth above do not apply to any 2.3 GHz wireless spectrum held by AT&T/BellSouth in the state of Alaska.

Divestiture of Facilities

Within twelve months of the Merger Closing Date, AT&T/BellSouth will sell to an unaffiliated third party(ies) an indefeasible right of use ("IRU") to fiber strands within the existing "Lateral Connections," as that term is defined in the *SBC/AT&T Consent Decree*,¹⁷ to the buildings listed in Attachment B to this Appendix F ("BellSouth Divestiture Assets"). These divestitures will be effected in a manner consistent with the divestiture framework agreed to in the *SBC/AT&T Consent Decree*, provided that such divestitures will be subject to approval by the FCC, rather than the Department of Justice.

Tunney Act

AT&T is a party to a Consent Decree entered into following the merger of SBC and AT&T (the "Consent Decree"). The Consent Decree documents the terms under which AT&T agreed to divest special access facilities serving 383 buildings within the former SBC in-region ILEC territory (the "SBC Divestiture Assets"). In its Order approving the AT&T/SBC merger, the Commission also required the divestiture of these same facilities on the terms and conditions contained in the Consent Decree. The Consent Decree is currently under review pursuant to the Tunney Act in the U.S. District Court for the District of Columbia (the "Court") in *U.S. v. SBC Communications, Inc. and AT&T Corp.*, Civil Action No. 1:05CV02102 (EGS) (D.D.C.), where the Court is reviewing the adequacy of the remedy contained in the Consent Decree to address the competitive concerns described in the Complaint filed by the Department of Justice (DOJ).

If it is found in a final, non-appealable order, that the remedy in the Consent Decree is not adequate to address the concerns raised in the Complaint and AT&T and the DOJ agree to a modification of the Consent Decree (the "Modified Consent Decree"), then AT&T agrees that (1) AT&T/BellSouth will conform its divestiture of the BellSouth Divestiture Assets to the terms of the Modified Consent Decree; and (2) AT&T/BellSouth will negotiate in good faith with the Commission to determine

¹⁷ See *United States v. SBC Communications, Inc.*, Civil Action No. 1:05CV02102, Final Judgment (D.D.C. filed Oct. 27, 2005).

whether the conditions imposed on AT&T/BellSouth in the Commission order approving the merger of AT&T and BellSouth satisfies, with respect to the BellSouth territory, the concerns addressed in the Modified Consent Decree.

Certification

AT&T/BellSouth shall annually file a declaration by an officer of the corporation attesting that AT&T/BellSouth has substantially complied with the terms of these commitments in all material respects. The first declaration shall be filed 45 days following the one-year anniversary of the Merger Closing Date, and the second, third, and fourth declarations shall be filed one, two, and three years thereafter, respectively.

EXHIBIT 2

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

AT&T Inc. and BellSouth Corporation
Application for Transfer of Control

WC Docket No. 06-74

MEMORANDUM OPINION AND ORDER

Adopted: December 29, 2006

Released: March 26, 2007

By the Commission: Chairman Martin and Commissioner Tate issuing a joint statement;
Commissioners Copps and Adelstein concurring and issuing separate statements;
Commissioner McDowell not participating.

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 - CERTIFICATION

APPENDIX F**Conditions**

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them. Unless otherwise specified herein, the commitments described herein shall become effective on the Merger Closing Date. The commitments described herein shall be null and void if AT&T and BellSouth do not merge and there is no Merger Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

MERGER COMMITMENTS

For the avoidance of doubt, unless otherwise expressly stated to the contrary, all conditions and commitments proposed in this letter are enforceable by the FCC and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter.

Repatriation of Jobs to the U.S.

AT&T/BellSouth¹ is committed to providing high quality employment opportunities in the U.S. In order to further this commitment, AT&T/BellSouth will repatriate 3,000 jobs that are currently outsourced by BellSouth outside of the U.S. This repatriation will be completed by December 31, 2008. At least 200 of the repatriated jobs will be physically located within the New Orleans, Louisiana MSA.

Promoting Accessibility of Broadband Service

1. By December 31, 2007, AT&T/BellSouth will offer broadband Internet access service (*i.e.*, Internet access service at speeds in excess of 200 kbps in at least one direction) to 100 percent of the residential living units in the AT&T/BellSouth in-region territory.² To meet this commitment, AT&T/BellSouth will offer broadband Internet access services to at least 85 percent of such living units using wireline technologies (the "Wireline Buildout Area"). AT&T/BellSouth will make available broadband Internet access service to the remaining living units using alternative

¹ AT&T/BellSouth refers to AT&T Inc., BellSouth Corporation, and their affiliates that provide domestic wireline or Wi-Max fixed wireless services.

² As used herein, the "AT&T/BellSouth in-region territory" means the areas in which an AT&T or BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i). "AT&T in-region territory" means the area in which an AT&T operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i), and "BellSouth in-region territory" means the area in which a BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i).

technologies and operating arrangements, including but not limited to satellite and Wi-Max fixed wireless technologies. AT&T/BellSouth further commits that at least 30 percent of the incremental deployment after the Merger Closing Date necessary to achieve the Wireline Buildout Area commitment will be to rural areas or low income living units.³

2. AT&T/BellSouth will provide an ADSL modem without charge (except for shipping and handling) to residential subscribers within the Wireline Buildout Area who, between July 1, 2007, and June 30, 2008, replace their AT&T/BellSouth dial-up Internet access service with AT&T/BellSouth's ADSL service and elect a term plan for their ADSL service of twelve months or greater.

3. Within six months of the Merger Closing Date, and continuing for at least 30 months from the inception of the offer, AT&T/BellSouth will offer to retail consumers in the Wireline Buildout Area, who have not previously subscribed to AT&T's or BellSouth's ADSL service, a broadband Internet access service at a speed of up to 768 Kbps at a monthly rate (exclusive of any applicable taxes and regulatory fees) of \$10 per month.

Statement of Video Roll-Out Intentions

AT&T is committed to providing, and has expended substantial resources to provide, a broad array of advanced video programming services in the AT&T in-region territory. These advanced video services include Uverse, on an integrated IP platform, and HomeZone, which integrates advanced broadband and satellite services. Subject to obtaining all necessary authorizations to do so, AT&T/BellSouth intends to bring such services to the BellSouth in-region territory in a manner reasonably consistent with AT&T's roll-out of such services within the AT&T in-region territory. In order to facilitate the provision of such advanced video services in the BellSouth in-region territory, AT&T/BellSouth will continue to deploy fiber-based facilities and intends to have the capability to reach at least 1.5 million homes in the BellSouth in-region territory by the end of 2007. AT&T/BellSouth agrees to provide a written report to the Commission by December 31, 2007, describing progress made in obtaining necessary authorizations to roll-out, and the actual roll-out of, such advanced video services in the BellSouth in-region territory.

Public Safety, Disaster Recovery

1. By June 1, 2007, AT&T will complete the steps necessary to allow it to make its disaster recovery capabilities available to facilitate restoration of service in BellSouth's in-region territory in the event of an extended service outage caused by a hurricane or other disaster.

2. In order to further promote public safety, within thirty days of the Merger Closing Date, AT&T/BellSouth will donate \$1 million to a section 501(c)(3) foundation or public entities for the purpose of promoting public safety.

³ For purposes of this commitment, a low income living unit shall mean a living unit in AT&T/BellSouth's in-region territory with an average annual income of less than \$35,000, determined consistent with Census Bureau data, *see* California Public Utilities Code section 5890(j)(2) (as added by AB 2987) (defining low income households as those with annual incomes below \$35,000), and a rural area shall consist of the zones in AT&T/BellSouth's in-region territory with the highest deaveraged UNE loop rates as established by the state commission consistent with the procedures set forth in section 51.507 of the Commission's rules. 47 C.F.R. § 51.507.

Service to Customers with Disabilities

AT&T/BellSouth has a long and distinguished history of serving customers with disabilities. AT&T/BellSouth commits to provide the Commission, within 12 months of the Merger Closing Date, a report describing its efforts to provide high quality service to customers with disabilities.

UNEs

1. The AT&T and BellSouth ILECs shall continue to offer and shall not seek any increase in state-approved rates for UNEs or collocation that are in effect as of the Merger Closing Date. For purposes of this commitment, an increase includes an increased existing surcharge or a new surcharge unless such new or increased surcharge is authorized by (i) the applicable interconnection agreement or tariff, as applicable, and (ii) by the relevant state commission. This commitment shall not limit the ability of the AT&T and BellSouth ILECs and any other telecommunications carrier to agree voluntarily to any different UNE or collocation rates.
2. AT&T/BellSouth shall recalculate its wire center calculations for the number of business lines and fiber-based collocations and, for those that no longer meet the non-impairment thresholds established in 47 CFR §§ 51.319(a) and (e), provide appropriate loop and transport access. In identifying wire centers in which there is no impairment pursuant to 47 CFR §§ 51.319(a) and (e), the merged entity shall exclude the following: (i) fiber-based collocation arrangements established by AT&T or its affiliates; (ii) entities that do not operate (*i.e.*, own or manage the optronics on the fiber) their own fiber into and out of their own collocation arrangement but merely cross-connect to fiber-based collocation arrangements; and (iii) special access lines obtained by AT&T from BellSouth as of the day before the Merger Closing Date.
3. AT&T/BellSouth shall cease all ongoing or threatened audits of compliance with the Commission's EELs eligibility criteria (as set forth in the *Supplemental Order Clarification's* significant local use requirement and related safe harbors, and the *Triennial Review Order's* high capacity EEL eligibility criteria), and shall not initiate any new EELs audits.

Reducing Transaction Costs Associated with Interconnection Agreements

1. The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.
2. The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.
3. The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement.

4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.

Special Access

Each of the following special access commitments shall remain in effect until 48 months from the Merger Closing Date.

1. AT&T/BellSouth affiliates that meet the definition of a Bell operating company in section 3(4)(A) of the Act ("AT&T/BellSouth BOCs")⁴ will implement, in the AT&T and BellSouth Service Areas,⁵ the Service Quality Measurement Plan for Interstate Special Access Services ("the Plan"), similar to that set forth in the SBC/AT&T Merger Conditions, as described herein and in Attachment A to this Appendix F. The AT&T/BellSouth BOCs shall provide the Commission with performance measurement results on a quarterly basis, which shall consist of data collected according to the performance measurements listed therein. Such reports shall be provided in an Excel spreadsheet format and shall be designed to demonstrate the AT&T/BellSouth BOCs' monthly performance in delivering interstate special access services within each of the states in the AT&T and BellSouth Service Areas. These data shall be reported on an aggregated basis for interstate special access services delivered to (i) AT&T and BellSouth section 272(a) affiliates, (ii) their BOC and other affiliates, and (iii) non-affiliates.⁶ The AT&T/BellSouth BOCs shall provide performance measurement results (broken down on a monthly basis) for each quarter to the Commission by the 45th day after the end of the quarter. The AT&T/BellSouth BOCs shall implement the Plan for the first full quarter following the Merger Closing Date. This commitment shall terminate on the earlier of (i) 48 months and 45 days after the beginning of the first full quarter following the Merger Closing Date (that is, when AT&T/BellSouth files its 16th quarterly report); or (ii) the effective date of a Commission order adopting performance measurement requirements for interstate special access services.

2. AT&T/BellSouth shall not increase the rates paid by existing customers (as of the Merger Closing Date) of DS1 and DS3 local private line services that it provides in the AT&T/BellSouth in-region territory pursuant to, or referenced in, TCG FCC Tariff No. 2 above their level as of the Merger Closing Date.

3. AT&T/BellSouth will not provide special access offerings to its wireline affiliates that are not available to other similarly situated special access customers on the same terms and conditions.

4. To ensure that AT&T/BellSouth may not provide special access offerings to its affiliates that are not available to other special access customers, before AT&T/BellSouth provides a new or modified

⁴ For purposes of clarity, the special access commitments set forth herein do not apply to AT&T Advanced Solutions, Inc. and the Ameritech Advanced Data Services Companies, doing business collectively as "ASI."

⁵ For purposes of this commitment, "AT&T and BellSouth Service Areas" means the areas within AT&T/BellSouth's in-region territory in which the AT&T and BellSouth ILECs are Bell operating companies as defined in 47 U.S.C. § 153(4)(A).

⁶ BOC data shall not include retail data.

contract tariffed service under section 69.727(a) of the Commission's rules to its own section 272(a) affiliate(s), it will certify to the Commission that it provides service pursuant to that contract tariff to an unaffiliated customer other than Verizon Communications Inc., or its wireline affiliates.

AT&T/BellSouth also will not unreasonably discriminate in favor of its affiliates in establishing the terms and conditions for grooming special access facilities.⁷

5. No AT&T/BellSouth ILEC may increase the rates in its interstate tariffs, including contract tariffs, for special access services that it provides in the AT&T/BellSouth in-region territory, as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.

6. In areas within the AT&T/BellSouth in-region territory where an AT&T/BellSouth ILEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such ILEC will offer DS1 and DS3 channel termination services, DS1 and DS3 mileage services, and Ethernet services,⁸ that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs,⁹ at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. In Phase II areas, AT&T/BellSouth also will reduce by 15% the rates in its interstate tariffs as of the Merger Closing Date for Ethernet services that are not at that time subject to price cap regulation. The foregoing commitments shall not apply to DS1, DS3, or Ethernet services provided by an AT&T/BellSouth ILEC to any other price cap ILEC, including any affiliate of such other price cap ILEC,¹⁰ unless such other price cap ILEC offers DS1 and DS3 channel termination and mileage services, and price cap Ethernet services in all areas in which it has obtained Phase II pricing flexibility relief for such services (hereinafter "Reciprocal Price Cap Services") at rates, and on the terms and conditions, applicable to such services in areas in which it has not obtained Phase II pricing flexibility for such services, nor shall AT&T/BellSouth provide the aforementioned 15% discount to such price cap ILEC or affiliate thereof unless such ILEC makes generally available a reciprocal discount for any Ethernet service it offers outside of price cap regulation (hereinafter "Reciprocal Non-Price Cap Services"). Within 14 days of the Merger Closing Date, AT&T/BellSouth will provide notice of this commitment to each price cap ILEC that purchases, or that has an affiliate that purchases, services subject to this commitment from an AT&T/BellSouth ILEC. If within 30 days thereafter, such price cap ILEC does not: (i) affirmatively inform AT&T/BellSouth and the Commission of its intent to sell Reciprocal

⁷ Neither this merger commitment nor any other merger commitment herein shall be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish or maintain such separate affiliate.

⁸ The Ethernet services subject to this commitment are AT&T's interstate OPT-E-MAN, GigaMAN and DecaMAN services and BellSouth's interstate Metro Ethernet Service.

⁹ The Phase II Pricing Flexibility Provisions for DS1 and DS3 services are those set forth in Ameritech Tariff FCC No. 2, Section 21; Pacific Bell Tariff FCC No. 1, Section 31; Nevada Bell Tariff FCC No. 1, Section 22; Southwestern Bell Telephone Company Tariff FCC No. 73, Section 39; Southern New England Telephone Tariff FCC No. 39, Section 24; and BellSouth Telecommunications Tariff FCC No. 1, Section 23.

¹⁰ For purposes of this commitment, the term "price cap ILEC" refers to an incumbent local exchange carrier that is subject to price cap regulation and all of its affiliates that are subject to price cap regulation. The term "affiliate" means an affiliate as defined in 47 U.S.C. § 153(1) and is not limited to affiliates that are subject to price cap regulation.

Price Cap Services in areas where it has received Phase II pricing flexibility for such services at the rates, terms, and conditions that apply in areas where it has not received such flexibility, and to provide a 15% discount on Reciprocal Non-Price Cap Services; and (ii) file tariff revisions that would implement such changes within 90 days of the Merger Closing Date (a "Non-Reciprocating Carrier"), the AT&T/BellSouth ILECs shall be deemed by the FCC to have substantial cause to make any necessary revisions to the tariffs under which they provide the services subject to this commitment to such Non-Reciprocating Carrier, including any affiliates, to prevent or offset any change in the effective rate charged such entities for such services. The AT&T/BellSouth ILECs will file all tariff revisions necessary to effectuate this commitment, including any provisions addressing Non-Reciprocating Carriers and their affiliates, within 90 days from the Merger Closing Date.

7. AT&T/BellSouth will not oppose any request by a purchaser of interstate special access services for mediation by Commission staff of disputes relating to AT&T/BellSouth's compliance with the rates, terms, and conditions set forth in its interstate special access tariffs and pricing flexibility contracts or to the lawfulness of the rates, terms, and conditions in such tariffs and contracts, nor shall AT&T/BellSouth oppose any request that such disputes be accepted by the Commission onto the Accelerated Docket.

8. The AT&T/BellSouth ILECs will not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.

9. Within 60 days after the Merger Closing Date, the AT&T/BellSouth ILECs will file one or more interstate tariffs that make available to customers of DS1, DS3, and Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARC) or growth discounts. To the extent an AT&T/BellSouth ILEC files an interstate tariff for DS1, DS3, or Ethernet services with a varying MARC, it will at the same time file an interstate tariff for such services with a fixed MARC. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year.

10. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC, AT&T/BellSouth will offer an alternative proposal that gives the customer the option of obtaining a volume and/or term discount(s) without a MARC. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC that varies over the life of the contract, AT&T/BellSouth will offer an alternative proposal that includes a fixed MARC.

11. Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date.

Transit Service

The AT&T and BellSouth ILECs will not increase the rates paid by existing customers for their existing tandem transit service arrangements that the AT&T and BellSouth ILECs provide in the AT&T/BellSouth in-region territory.¹¹

ADSL Service¹²

1. Within twelve months of the Merger Closing Date, AT&T/BellSouth will deploy and offer within the BellSouth in-region territory ADSL service to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service. AT&T/BellSouth will continue to offer this service in each state for thirty months after the "Implementation Date" in that state. For purposes of this commitment, the "Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer this service to eighty percent of the ADSL-capable premises in BellSouth's in-region territory in that state.¹³ Within twenty days after meeting the Implementation Date in a state, AT&T/BellSouth will file a letter with the Commission certifying to that effect. In all events, this commitment will terminate no later than forty-two months after the Merger Closing Date.
2. AT&T/BellSouth will extend until thirty months after the Merger Closing Date the availability within AT&T's in-region territory of ADSL service, as described in the ADSL Service Merger Condition, set forth in Appendix F of the *SBC/AT&T Merger Order* (FCC 05-183).
3. Within twelve months of the Merger Closing Date, AT&T/BellSouth will make available in its in-region territory an ADSL service capable of speeds up to 768 Kbps to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service ("Stand Alone 768 Kbps service"). AT&T/BellSouth will continue to offer the 768 Kbps service in a state for thirty months after the "Stand Alone 768 Kbps Implementation Date" for that state. For purposes of this commitment, the "Stand Alone 768 Kbps Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer the Stand Alone 768 Kbps service to eighty percent of the ADSL-capable premises in AT&T/BellSouth's in-region territory in that state. The Stand Alone 768 Kbps service will be offered at a rate of not more than \$19.95 per month (exclusive of regulatory fees and taxes). AT&T/BellSouth may make available such services at other speeds at prices that are competitive with the broadband market taken as a whole.

¹¹ Tandem transit service means tandem-switched transport service provided to an originating carrier in order to indirectly send intraLATA traffic subject to § 251(b)(5) of the Communications Act of 1934, as amended, to a terminating carrier, and includes tandem switching functionality and tandem switched transport functionality between an AT&T/BellSouth tandem switch location and the terminating carrier.

¹² The commitments set forth under the heading "ADSL Service" are, by their terms, available to retail customers only. Wholesale commitments are addressed separately under the heading "ADSL Transmission Service."

¹³ After meeting the implementation date in each state, AT&T/BellSouth will continue deployment so that it can offer the service to all ADSL-capable premises in its in-region territory within twelve months of the Merger Closing Date.

ADSL Transmission Service

AT&T/BellSouth will offer to Internet service providers, for their provision of broadband Internet access service to ADSL-capable retail customer premises, ADSL transmission service in the combined AT&T/BellSouth territory that is functionally the same as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date.¹⁴ Such wholesale offering will be at a price not greater than the retail price in a state for ADSL service that is separately purchased by customers who also subscribe to AT&T/BellSouth local telephone service.

Net Neutrality

1. Effective on the Merger Closing Date, and continuing for 30 months thereafter, AT&T/BellSouth will conduct business in a manner that comports with the principles set forth in the Commission's Policy Statement, issued September 23, 2005 (FCC 05-151).

2. AT&T/BellSouth also commits that it will maintain a neutral network and neutral routing in its wireline broadband Internet access service.¹⁵ This commitment shall be satisfied by AT&T/BellSouth's agreement not to provide or to sell to Internet content, application, or service providers, including those affiliated with AT&T/BellSouth, any service that privileges, degrades or prioritizes any packet transmitted over AT&T/BellSouth's wireline broadband Internet access service based on its source, ownership or destination.

This commitment shall apply to AT&T/BellSouth's wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, defined as the point of interconnection that is logically, temporally or physically closest to the customer's premise where public or private Internet backbone networks freely exchange Internet packets.

This commitment does not apply to AT&T/BellSouth's enterprise managed IP services, defined as services available only to enterprise customers¹⁶ that are separate services from, and can be purchased without, AT&T/BellSouth's wireline broadband Internet access service, including, but not limited to, virtual private network (VPN) services provided to enterprise customers. This commitment also does not apply to AT&T/BellSouth's Internet Protocol television (IPTV) service.

¹⁴ An ADSL transmission service shall be considered "functionally the same" as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date if the ADSL transmission service relies on ATM transport from the DSLAM (or equivalent device) to the interface with the Internet service provider, and provides a maximum asymmetrical downstream speed of 1.5Mbps or 3.0Mbps, or a maximum symmetrical upstream/downstream speed of 384Kbps or 416Kbps, where each respective speed is available (the "Broadband ADSL Transmission Service"). Nothing in this commitment shall require AT&T/BellSouth to serve any geographic areas it currently does not serve with Broadband ADSL Transmission Service or to provide Internet service providers with broadband Internet access transmission technology that was not offered by AT&T to such providers in its in-region territory as of the Merger Closing Date.

¹⁵ For purposes of this commitment, AT&T/BellSouth's wireline broadband Internet access service and its Wi-Max fixed wireless broadband Internet access service are, collectively, AT&T/BellSouth's "wireline broadband Internet access service."

¹⁶ "Enterprise customers" refers to that class of customer identified as enterprise customers on AT&T's website (<http://www.att.com>) as of December 28, 2006.

These exclusions shall not result in the privileging, degradation, or prioritization of packets transmitted or received by AT&T/BellSouth's non-enterprise customers' wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, as defined above.

This commitment shall sunset on the earlier of (1) two years from the Merger Closing Date, or (2) the effective date of any legislation enacted by Congress subsequent to the Merger Closing Date that substantially addresses "network neutrality" obligations of broadband Internet access providers, including, but not limited to, any legislation that substantially addresses the privileging, degradation, or prioritization of broadband Internet access traffic.

Internet Backbone

1. For a period of three years after the Merger Closing Date, AT&T/BellSouth will maintain at least as many discrete settlement-free peering arrangements for Internet backbone services with domestic operating entities within the United States as they did on the Merger Closing Date, provided that the number of settlement-free peering arrangements that AT&T/BellSouth is required to maintain hereunder shall be adjusted downward to account for any mergers, acquisitions, or bankruptcies by existing peering entities or the voluntary election by a peering entity to discontinue its peering arrangement. If on the Merger Closing Date, AT&T and BellSouth both maintain a settlement free peering arrangement for Internet backbone services with the same entity (or an affiliate thereof), the separate arrangements shall count as one settlement-free peering arrangement for purposes of determining the number of discrete peering entities with whom AT&T/BellSouth must peer pursuant to this commitment. AT&T/BellSouth may waive terms of its published peering policy to the extent necessary to maintain the number of peering arrangements required by this commitment. Notwithstanding the above, if within three years after the Merger Closing Date, one of the ten largest entities with which AT&T/BellSouth engages in settlement free peering for Internet backbone services (as measured by traffic volume delivered to AT&T/BellSouth's backbone network facilities by such entity) terminates its peering arrangement with AT&T/BellSouth for any reason (including bankruptcy, acquisition, or merger), AT&T/BellSouth will replace that peering arrangement with another settlement free peering arrangement and shall not adjust its total number of settlement free peers downward as a result.

2. Within thirty days after the Merger Closing Date, and continuing for three years thereafter, AT&T/BellSouth will post its peering policy on a publicly accessible website. During this three-year period, AT&T/BellSouth will post any revisions to its peering policy on a timely basis as they occur.

Forbearance

1. AT&T/BellSouth will not seek or give effect to a ruling, including through a forbearance petition under section 10 of the Communications Act (the "Act") 47 U.S.C. 160, or any other petition, altering the status of any facility being currently offered as a loop or transport UNE under section 251(c)(3) of the Act.

2. AT&T/BellSouth will not seek or give effect to any future grant of forbearance that diminishes or supersedes the merged entity's obligations or responsibilities under these merger commitments during the period in which those obligations are in effect.

Wireless

1. AT&T/BellSouth shall assign and/or transfer to an unaffiliated third party all of the 2.5 GHz spectrum (broadband radio service (BRS)/educational broadband service (EBS)) currently licensed to or leased by BellSouth within one year of the Merger Closing Date.
2. By July 21, 2010, AT&T/BellSouth agrees to: (1) offer service in the 2.3 GHz band to 25% of the population in the service area of AT&T/BellSouth's wireless communications services (WCS) licenses, for mobile or fixed point-to-multi-point services, or (2) construct at least five permanent links per one million people in the service area of AT&T/BellSouth's WCS licenses, for fixed point-to-point services. In the event AT&T/BellSouth fails to meet either of these service requirements, AT&T/BellSouth will forfeit the unconstructed portion of the individual WCS licenses for which it did not meet either of these service requirements as of July 21, 2010; provided, however, that in the event the Commission extends the July 21, 2010, buildout date for 2.3GHz service for the WCS industry at large ("Extended Date"), the July 21, 2010 buildout date specified herein shall be modified to conform to the Extended Date. The wireless commitments set forth above do not apply to any 2.3 GHz wireless spectrum held by AT&T/BellSouth in the state of Alaska.

Divestiture of Facilities

Within twelve months of the Merger Closing Date, AT&T/BellSouth will sell to an unaffiliated third party(ies) an indefeasible right of use ("IRU") to fiber strands within the existing "Lateral Connections," as that term is defined in the *SBC/AT&T Consent Decree*,¹⁷ to the buildings listed in Attachment B to this Appendix F ("BellSouth Divestiture Assets"). These divestitures will be effected in a manner consistent with the divestiture framework agreed to in the *SBC/AT&T Consent Decree*, provided that such divestitures will be subject to approval by the FCC, rather than the Department of Justice.

Tunney Act

AT&T is a party to a Consent Decree entered into following the merger of SBC and AT&T (the "Consent Decree"). The Consent Decree documents the terms under which AT&T agreed to divest special access facilities serving 383 buildings within the former SBC in-region ILEC territory (the "SBC Divestiture Assets"). In its Order approving the AT&T/SBC merger, the Commission also required the divestiture of these same facilities on the terms and conditions contained in the Consent Decree. The Consent Decree is currently under review pursuant to the Tunney Act in the U.S. District Court for the District of Columbia (the "Court") in *U.S. v. SBC Communications, Inc. and AT&T Corp.*, Civil Action No. 1:05CV02102 (EGS) (D.D.C.), where the Court is reviewing the adequacy of the remedy contained in the Consent Decree to address the competitive concerns described in the Complaint filed by the Department of Justice (DOJ).

If it is found in a final, non-appealable order, that the remedy in the Consent Decree is not adequate to address the concerns raised in the Complaint and AT&T and the DOJ agree to a modification of the Consent Decree (the "Modified Consent Decree"), then AT&T agrees that (1) AT&T/BellSouth will conform its divestiture of the BellSouth Divestiture Assets to the terms of the Modified Consent Decree; and (2) AT&T/BellSouth will negotiate in good faith with the Commission to determine

¹⁷ See *United States v. SBC Communications, Inc.*, Civil Action No. 1:05CV02102, Final Judgment (D.D.C. filed Oct. 27, 2005).

whether the conditions imposed on AT&T/BellSouth in the Commission order approving the merger of AT&T and BellSouth satisfies, with respect to the BellSouth territory, the concerns addressed in the Modified Consent Decree.

Certification

AT&T/BellSouth shall annually file a declaration by an officer of the corporation attesting that AT&T/BellSouth has substantially complied with the terms of these commitments in all material respects. The first declaration shall be filed 45 days following the one-year anniversary of the Merger Closing Date, and the second, third, and fourth declarations shall be filed one, two, and three years thereafter, respectively.

EXHIBIT 3



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June 30, 2008

Via Overnight Mail

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Ms. Lynn Allen-Flood
AT&T Wholesale - Contract Negotiations
34S91
675 W. Peachtree St. N.E.
Atlanta, GA 30375

Ms. Kay Lyon
AT&T Wholesale - Contract Negotiations
311 S. Akard
Four AT&T Plaza, Room 2040.03
Dallas, TX 75202

Re: Request for Interconnection with AT&T Missouri

Dear Notices Manager, Ms. Allen-Flood, and Ms. Lyon:

As a result of the recent decision from the Missouri Public Service Commission, it appears that the Commission believes that its only authority to enforce the Merger Commitments is through an arbitration proceeding. While we disagree with the Commission's decision and find that it is completely incompatible with the spirit, the purpose and the plain language of the Merger Commitments, Sprint hereby opens an arbitration window. Accordingly, this letter serves as a request to negotiate an interconnection agreement for the State of Missouri pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") between Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corporation (jointly "Sprint") and AT&T Missouri, an incumbent local exchange carrier. By sending this request, Sprint in no way waives any of its rights with respect to Missouri PSC Case No. TC-2008-0182 or to utilize the Merger Commitments to obtain an interconnection agreement based on the Kentucky ICA in Missouri or in any other state. Sprint continues to believe that state commissions may enforce the Merger Commitments in manners

Request for Interconnection
Sprint
June 30, 2008
Page 2

outside the arbitration process established in the Act, including via complaint as Sprint filed in Missouri.

The interconnection agreement sought by Sprint under this request is the Kentucky ICA in accordance with AT&T's Merger Commitment as approved by the FCC.

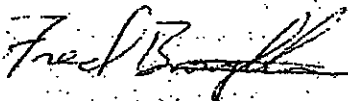
"The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made."

Pursuant to 47 U.S.C. § 252(b)(1), receipt of Sprint's request for negotiations commences the statutory timelines as identified in the Act. Should negotiations not be completed between the 135th and 160th day after the receipt of this letter, November 12, 2008 and December 7, 2008, respectively, either party may petition the state commission to arbitrate any open issues.

Sprint would like to continue the Parties' ongoing discussions using the terms and conditions of our current Kentucky ICA as our starting point. To date, the Parties have been able to agree to several of the ICA's Attachments. It is not Sprint's intent to change our position on any of these previously agreed to positions.

I look forward to hearing from you at your earliest convenience.

Sincerely,



Fred Broughton

cc: Jeffrey M. Pfaff
Kenneth A. Schiffman

EXHIBIT 4



Lynn Allen-Flood
Wholesale
675 West Peachtree Street NE, Room 34S91
Atlanta, GA 30375
T: 404.927.1376
F: 404-529-7839
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Sent via Electronic Mail and Certified Mail

July 16, 2008

Fred Broughton
Contracts Negotiator-ICA Solutions
Sprint Nextel
Mailstop: KSOPHA0310-3B320
6330 Sprint Parkway
Overland Park, KS 66251-6102

EMAIL: Fred.Broughton@sprint.com

RE: Sprint Nextel June 30 2008 Letter of Request for Interconnection with AT&T Missouri

Dear Mr. Broughton:

AT&T is in receipt of your letter dated June 30, 2008, requesting to negotiate an interconnection agreement for the State of Missouri pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") between Sprint Communications Company L.P., Sprint Spectrum L.P. and Nextel West Corporation (collectively, "Sprint") and AT&T Missouri. AT&T having received the letter on July 1, 2008, the arbitration window pursuant to Section 252(b)(1) of the Act opens on November 13, 2008, and closes on December 8.

AT&T stands ready to begin negotiations, but does not accept Sprint's proposal to use the current Kentucky ICA as a starting point for the negotiations. AT&T Missouri is not, of course, obligated to use Sprint's agreement in one state as a starting point for negotiations in another state.¹ Moreover, given that the parties will be negotiating under Section 252 of the Act, each party is free to offer any language and take any position it sees fit, subject to its statutory duty to negotiate in good faith. Thus, even if AT&T Missouri were to agree to use the Kentucky agreement as a starting point, AT&T Missouri would redline all those provisions that it would like to change in the course of the negotiations, and the document that AT&T would provide to Sprint would be substantially different from both the original Kentucky agreement and the redlined agreement that was provided to Sprint pursuant to Sprint's porting request under Merger Commitment 7.1.

AT&T proposes to provide to Sprint, as a starting point for negotiation, its current template CLEC and WSP agreements. Sprint will thereafter be free to propose any language it sees fit in the course of the negotiations. Please let us know if Sprint would like to receive the current template agreements for this purpose.

Finally, AT&T notes that your letter, in addition to requesting negotiation under Sections 251 and 252 and proposing the Kentucky ICA as a starting point, includes a number of assertions concerning other matters. AT&T disagrees with many of those assertions, but does not believe it would benefit either party to debate them at this point. AT&T is prepared to negotiate with Sprint in accordance with the requirements of Sections 251 and 252 of the Act.

¹ If Sprint would like to commence negotiations pursuant to its existing Missouri interconnection agreements, AT&T Missouri is willing to do so in accordance with Merger Commitment 7.3.

July 16, 2008
Page Two

Please let us know if there are any questions concerning this letter or if you would like to discuss this matter further.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynn Allen-Flood".

Lynn Allen-Flood
Lead Negotiator

Cc: Kay Lyon

EXHIBIT 5

Sprint

Together with NEXTEL

Sprint Nextel
KSO PH40310-38320
6330 Sprint Parkway
Overland Park, KS 66251-6102
Voice: (913) 762-4070
Fax: (913) 762-0117
Fred.Broughton@sprint.com

Fred Broughton
Contracts Negotiator
ICA Solutions

August 18, 2008

Via Overnight Mail

Ms. Lynn Allen-Flood
AT&T Wholesale - Contract Negotiations
34S91
675 W. Peachtree St. N.E.
Atlanta, GA 30375

Re: AT&T July 16, 2008 Response to Sprint's Request for Interconnection
with AT&T Missouri

Dear Ms. Allen-Flood:

This is in response to your correspondence dated July 16, 2008. Sprint strongly disagrees with your contention that the opening of an arbitration window precludes Sprint's ability to utilize the Merger Commitments. Sprint is only using the Act's arbitration mechanism in order to address the Missouri Commission's concern that it did not otherwise have jurisdiction.

We believe that AT&T is still obligated to abide by the Merger Commitments, regardless of the mechanism Sprint uses to obtain an interconnection agreement. If AT&T continues to challenge Sprint's election of the Kentucky ICA in the arbitration proceeding, AT&T will be evading its Merger conditions.

We will continue our discussions in adopting the Kentucky ICA and making the minor modifications necessary under the Merger Commitments. If AT&T is unwilling to proceed in that manner, please advise and we will take this issue immediately to the Missouri Public Service Commission.

I look forward to hearing from you at your earliest convenience.

Sincerely,



Fred Broughton

EXHIBIT 6



Lynn Allen-Flood
Wholesale
675 West Peachtree Street NE, Room 34S91
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T: 404.927.1376
F: 404-529-7839
Email: lynn.allen-flood@att.com

Sent via Electronic Mail and Certified Mail

September 2, 2008

Fred Broughton
Contracts Negotiator-ICA Solutions
Sprint Nextel
Mailstop: KSOPHA0310-3B320
6330 Sprint Parkway
Overland Park, KS 66251-6102

EMAIL: Fred.Broughton@sprint.com

RE: Sprint Nextel Letter of August 18, 2008 Concerning Request for Interconnection with AT&T Missouri

Dear Mr. Broughton:

This is in response to your letter dated August 18, 2008, responding to mine of July 16, 2008. Just as AT&T disagreed with many of the assertions in your letter of June 30, 2008, but saw no benefit to debating them, AT&T also will not debate at this time the several assertions in your letter of August 18 with which AT&T disagrees. That said, AT&T is willing to use as a starting point for Sprint's requested negotiation of an interconnection agreement the redlined Kentucky ICA as it currently stands in light of our discussions over the last several months.

To reiterate, AT&T received from Sprint on July 1, 2008, Sprint's request to negotiate an interconnection agreement under Section 252(a) of the Telecommunications Act of 1996 ("1996 Act"), and our arbitration window therefore opens on November 13, 2008, and closes on December 8, 2008. AT&T agrees to use the Kentucky ICA as the starting point for the requested negotiations, as stated above.

AT&T, while agreeing to proceed as set forth above, continues to maintain that it is not otherwise obliged to do so, waives no position, and expressly reserves the right to assert any and all positions with respect to the effect of Sprint's request to negotiate pursuant to Section 252(b)(1); the interplay between the parties' rights and obligations under the merger commitment on the one hand and under Sections 251 and 252 of the 1996 Act on the other hand; and the question whether the parties' rights and obligations under the merger commitment are subject to arbitration under Section 252(b) of the 1996 Act.

Sincerely,

Lynn Allen-Flood
Lead Negotiator

Cc: Kay Lyon
Randy Ham

EXHIBIT 7

Sprint



together with NEXTEL

Sprint Nextel
KSOPH0310-3B320
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Fax: (913) 762-0117
Fred.Broughton@sprint.com

Fred Broughton
Contract Negotiator
ICA Solutions

November 21, 2008

Via email

AT&T Wholesale - Contract Management
ATTN: Notices Manager
311 S. Akard
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Dallas, TX 75202

Ms. Lynn Allen-Flood
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Ms. Kay Lyon
AT&T Wholesale - Contract Negotiations
311 S. Akard
Four AT&T Plaza, Room 2040.03
Dallas, TX 75202

Re: Sprint Communications Company L.P., Sprint Spectrum L.P., and
Nextel West Corp. ("Sprint") Request for Interconnection with AT&T Missouri

Dear Notices Manager, Ms. Allen-Flood, and Ms. Lyon:

In response to the decision by the Missouri Public Service Commission earlier this year, Sprint provided a Request for Interconnection with AT&T. As part of that request, Sprint indicated a desire to continue discussions based upon the Kentucky ICA. However, those discussions have reflected a wide divergence of opinion on a number of issues.

Rather than go to arbitration on the number of issues currently before the parties, Sprint has elected to extend its existing interconnection agreements under Merger Commitment 7.4. Please acknowledge if AT&T will agree to this extension request. If AT&T is unwilling to agree to Sprint's election to extend its existing ICAs, Sprint will submit its extension request as the issue in its current arbitration proceeding.

EXHIBIT 8

AGREEMENT FOR INTERCONNECTION

by and between

Sprint Spectrum L.P.

and

Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L. P. d/b/a SBC Texas, SBC Arkansas, SBC Kansas, SBC Oklahoma and SBC Missouri, Wisconsin Bell, Inc. d/b/a SBC Wisconsin

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SIGNATURE PAGE

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PRICING

DATA EXCHANGE

ARBITRATION LOCATION (WIRELESS)

E911

INTERCONNECTION AGREEMENT

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement") is by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L. P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), shall apply to the state(s) of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

WHEREAS, SBC-13STATE is a Local Exchange Carrier in the State;

WHEREAS, SPCS is a Commercial Mobile Radio Service provider holding licenses to operate from the Federal Communications Commission in the State; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks and exchange of CMRS traffic for the provision of Authorized Services telecommunications service pursuant to the Act.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DEFINITIONS**

- 1.1 The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Certain terms may be defined elsewhere in this Agreement. Terms not defined shall be construed in accordance with their definition in the Act, with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934 (47 U.S.C. Section 251 et seq.), as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

- 1.3 "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). The term "person" includes an individual, partnership, association, joint-stock company, trust, or corporation.
- 1.4 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.5 "Applicable Law(s)" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.6 "Authorized Services" means those narrowband or broadband PCS services (excluding paging) which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS.
- 1.7 "Business Day(s)" means Monday through Friday, excluding holidays on which SBC-13STATE does not provision new retail services and products.
- 1.8 "Carrier" has the meaning set forth in the preamble.
- 1.9 "Cell Site" means the location of radio transmitting and receiving facilities associated with the origination and termination of wireless traffic.
- 1.10 "Central Office", "Central Office Switch" or "CO" means a SBC-13STATE switching entity within the public switched telephone network, including, but not limited to End Office Switches and Tandem switches. Central Office Switches may be employed as combination End Office/Tandem switches. Central Offices are the homing or routing point for traffic inbound to that Party's services as stated in the LERG which bears a certain NPA-NXX designation; except where SPCS has not established Routing Points for its Designated NPA-NXX Codes in its own network, the Routing Point shall be the location of SBC-13STATE's Tandem switches.
- 1.11 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.12 "CMRS" means Commercial Mobile Radio Service as defined by the FCC, including CFR 47 Section 20.3 as may be amended from time to time.
- 1.13 "Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.
- 1.14 "Commission" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

- 1.14.1 "AR-PSC" means the "Arkansas Public Service Commission";
- 1.14.2 "CA-PUC" means the "Public Utilities Commission of the State of California";
- 1.14.3 "DPUC" means the "Connecticut Department of Public Utility Control";
- 1.14.4 "IL-CC" means the "Illinois Commerce Commission";
- 1.14.5 "IN-URC" means the "Indiana Utilities Regulatory Commission";
- 1.14.6 "KS-CC" means the "Kansas Corporation Commission";
- 1.14.7 "MI-PSC" means the "Michigan Public Service Commission";
- 1.14.8 "MO-PSC" means the "Missouri Public Service Commission";
- 1.14.9 "NV-PUC" means the "Public Utilities Commission of Nevada";
- 1.14.10 "PUC-OH" means the "Public Utilities Commission of Ohio";
- 1.14.11 "OK-CC" means the "Oklahoma Corporation Commission";
- 1.14.12 "PUC-TX" means the "Public Utility Commission of Texas"; and
- 1.14.13 "PSC-WI" means the "Public Service Commission of Wisconsin."
- 1.15 "Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 ("SS7").
- 1.16 "Completed Call" means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.17 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.18 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 "Day" means calendar day unless "Business Day" is specified.
- 1.20 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.21 "End Office Switch" is a switch from which SBC-13STATE's End User Customers' Exchange Services are directly connected and offered. A Cell Site or base station is not an End Office Switch.

- 1.22 "End User Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement. More specific meanings of such term is dependent upon the context in which it appears in the Agreement and the provisions of the Act. As used herein, the term "End User Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.23 "Equal Access Trunk Group" means an interconnection Trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.24 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 1.25 "Facility" means the wire, line, fiber or cable used to transport traffic between the Parties' respective networks.
- 1.26 "FCC" means the Federal Communications Commission.
- 1.27 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.28 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.29 "Interconnection" has the meaning given the term in the Act and refers to the physical linking of two networks for the mutual exchange of traffic.
- 1.30 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or SBC-13STATE that provides, directly or indirectly, interLATA and/or intraLATA Telecommunications Service.
- 1.31 "InterMTA Traffic" means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the Cell Site at the beginning of the call to which the mobile End User Customer is connected).
- 1.32 "ISP" ("Internet Service Provider") shall be given the same meaning as used in the FCC Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.
- 1.33 "Local ISUP" (Local Integrated Services Digital Network User Part) is the SS7 messaging that establishes local call set-up.

- 1.34 "LERG" means Local Exchange Routing Guide, a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.35 "Local Traffic", for the application of reciprocal compensation, means Authorized Services Telecommunications traffic between SBC-13STATE and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a).
- 1.36 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.37 A "Mobile Switching Center" or "MSC" is a switch that performs, among other things, the switching of calls between and among its End User Customers and the End User Customers of other mobile or landline networks. The MSC is used to interconnect Trunk circuits with End Offices, Tandem switches and/or other MSCs. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 1.38 "MTA" means "Major Trading Area", as defined in 47 C.F.R. § 24.202(a).
- 1.39 "NPA" means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of a 10-digit telephone number within the North American Numbering Plan.
- 1.40 "NXX", "NXX Code", "Central Office Code", is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.
- 1.41 "Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from SBC-13STATE's originating network to Carrier's network that, at the beginning of the call: (a) originates on SBC-13STATE's network in one MTA; and, (b) is delivered to the mobile unit of Carrier's End User Customer connected to a Cell Site located in another MTA. SBC-13STATE shall charge and Carrier shall pay SBC-13STATE the Originating Landline to CMRS Switched Access Traffic rates in Appendix Pricing - Wireless.
- 1.42 "Paging Traffic" means traffic to SPCS's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to SPCS.
- 1.43 "Party" means either SBC-13STATE or SPCS, and "Parties" means SBC-13STATE and SPCS.
- 1.44 "POI" means a point of interconnection between SBC-13STATE's network and SPCS's network. The POI is the meet point for the facilities that provides the physical linking of the Parties networks. Each POI shall be within the SBC-13STATE Territory.

- 1.45 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated correctly in the LERG, but need not be in the same location as that Routing Point.
- 1.46 "Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic that originates on the network of the other carrier.
- 1.47 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches or MSCs are Routing Points for traffic to End User Customers identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its dedicated NPA-NXXs in its own network, the Routing Point shall be the SBC-13STATE Tandem switch where traffic to SBC-13STATE NXXs in the same NPA is homed.
- 1.48 "SBC-MIDWEST REGION 5-STATE" - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.49 "SBC-7STATE" - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.50 "SBC-13STATE" - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.51 "SBC-13STATE Territory" means SBC-13STATE's certificated franchise service territory within the State limited to the specific operating area(s) or portions(s) thereof in which SBC-13STATE is then deemed to be the ILEC under the Act.
- 1.52 "Signal Transfer Point" (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

- 1.53 "**SBC SNET**" - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.54 "State" means the state in which this Agreement is filed and approved pursuant to the Act.
- 1.55 "Switched Access Services" means an offering of access to **SBC-13STATE**'s network for the purpose of the origination or the termination of traffic from or to End User Customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service and 900 access.
- 1.56 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.
- 1.57 "Tandem or Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between End Offices, other Tandems, Third Party Providers and IXC's.
- 1.58 ("TCAP") Transaction Capabilities Application Part: TCAP queries are applicable only in those **SBC-13STATE** operating territories where SBC database products are offered and CLASS queries to the extent that **SBC-13STATE** offers CLASS functions to its End User Customers.
- 1.59 "Terminating IntraLATA InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; and, (c) is terminated on **SBC-13STATE**'s network in another MTA. For such InterMTA IntraLATA Traffic, **SBC-13STATE** shall charge and Carrier shall pay **SBC-13STATE** the Terminating IntraLATA InterMTA Traffic rates in Appendix Pricing - Wireless.
- 1.60 "Terminating Switched Access Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network; (b) is sent from the mobile unit of Carrier's End User Customer connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on **SBC-13STATE**'s network in another MTA and another LATA (i.e., the traffic is both InterMTA and InterLATA). A Carrier is acting as an Interexchange Carrier by delivering this traffic and such traffic must be terminated to **SBC-13STATE** as FGD terminating switched access per **SBC-13STATE**'s Federal and/or State Access Service tariff.
- 1.61 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.62 "Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a **SBC-13STATE**'s local exchange services or resellers of CMRS provider's services.

- 1.63 "Transiting Traffic" means traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.64 "Transport," for the purpose of reciprocal compensation, means the transmission (and any necessary Tandem switching) of Local Traffic subject to Section 251 (b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.65 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Carrier's network with SBC-13STATE's network for the purpose of exchanging Authorized Services Local Traffic calls and/or IXC calls.
- 1.66 "Trunk Side" refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities.
- 1.67 UNEs or Unbundled Network Elements has the meaning as set forth in the Act and as defined by the FCC.
- 1.68 "V and H Coordinate" means the computing of airline miles (used in the rating of calls) between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

2. INTERCONNECTION

2.1 Interconnection Trunk Groups

2.1.1 Type 1: Provides a one-way Trunk Side connection (line side treatment) between a SBC-13STATE End Office Switch and SPCS's Mobile Switching Center ("MSC") and shall be used only for miscellaneous trunk groups (e.g., 8XX services). If and when SS7 is available for Type 1, it will be the preferred method of signaling. Charges for miscellaneous trunk groups shall be at an amount equal to the rates specified the applicable Special Access Tariffs. Additional charges for services provided on Miscellaneous Trunk Groups may also apply.

2.1.2 Type 2A: provides a two-way or one-way Trunk Side connection between a SBC-13STATE Tandem and SPCS's MSC. Type 2A provides the capability to interconnect SPCS's MSC to SBC-13STATE's Tandems for the purpose of establishing connection within the LATA to deliver traffic to subtending End Office Switches.

2.1.2.1 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC-7STATE Access Tandem. Local/Equal Access Trunk Groups carry

interexchange access traffic and Local Traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC-13STATE Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2.1 In SBC-MIDWEST REGION 5-STATE, a separate Type 2A Equal Access Trunk Group is required when SBC-MIDWEST REGION 5-STATE is not able to record Carrier-originated traffic to an IXC. Carrier will also provide to SBC-MIDWEST REGION 5-STATE, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A connection.

2.1.3 Type 2B: Provides a one-way Trunk Side connection from a SPCS MSC to a SBC-12STATE End office. Type 2B provides the capability to access only End User Customers served by that End Office. When two-way is available the parties agree that it will be the preferred trunk group type. SS7 signaling is currently available only on one-way Mobile to Land Type 2B, but two-way trunk groups will be provisioned with SS7 signaling where and when available.

2.1.4 Type 2C: A one-way terminating Trunk-Side connection between SPCS's MSC and SBC-13STATE's Tandem equipped to provide access to E911 services. See Appendix Wireless Emergency Number Services Access (E911) for trunk and facility requirements.

2.1.5 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.

2.1.5.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an SBC-13STATE OSS switch.

2.1.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: SBC-13STATE

2.1.6.1 Separate high-volume Trunk Groups (HVCI) will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI is identified by either Party, that party may initiate a meeting where the parties will negotiate where HVCI Trunk Groups need to be provisioned to ensure network protection from HVCI traffic.

2.1.7 In each LATA in which Carrier exchanges traffic with SBC-13STATE, Carrier shall trunk to each SBC-13STATE Tandem in each LATA and SBC

shall be responsible for the Facilities until traffic reaches 24 Trunks (i.e. 500 busy hour centum call seconds) for three consecutive months. When the traffic level to and from the Tandem reaches 24 Trunks (i.e. 500 busy hour centum call seconds) for three consecutive months, Sprint shall be responsible for the Facilities.

2.1.8 Installation/Provisioning

2.1.8.1 Carrier will be responsible for designing, ordering and provisioning all Trunks. Carrier will engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice.

2.1.8.2 Orders from Carrier to SBC-13STATE to establish, add, change, or disconnect Trunks shall be submitted using SBC-13STATE's applicable ordering system.

2.1.9 Design Blocking Criteria

2.1.9.1 Forecasting Trunk projections and servicing Trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).

2.1.9.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from SBC-13STATE End Office Switches to the access Tandem switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from SBC-13STATE End Office Switches to the local Tandem switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from SBC-13STATE End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic centum call seconds for primary high usage groups. The engineered blocking objective for the Trunk Group from the SBC-13STATE Tandem switch to the Carrier's MSC is one percent (1%).

2.1.9.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the

foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

2.1.10 Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.

2.1.11 SBC-13STATE shall transport Land-to-Mobile traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated POI within SBC-13STATE Territory within each LATA in the State in which Carrier operates. Carrier may transport traffic in the Mobile-to-Land direction to SBC-13STATE's Tandem. If the traffic between the Carriers Network and any SBC-13STATE End Office meets the CCS equivalent of one DS1 (i.e. 500 busy hour centum call seconds), for three consecutive months the Parties shall, within fifteen (15) calendar days of the occurrence, establish a direct end office Trunk Group (DEOT). DEOTs groups will be established where two-way 2B trunking is available per the DS1 requirement. If the Parties cannot agree, SBC-13STATE reserves the right to restrict provisioning of additional Trunks at the Tandem.

2.1.12 Forecasting

2.1.12.1 Carrier agrees to provide an initial forecast for establishing the initial Interconnection Facilities. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC forecast. These non-binding forecasts should include yearly forecasted Trunk quantities for all appropriate Trunk Groups described in this agreement for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by SPCS. As part of the review process, SBC-13STATE will share any network plans or changes with SPCS that would impact the submitted forecast. Parties agree to the use current Industry Standards.

2.2 Trunk Servicing

2.2.1 If a Trunk Group is under 75% of centum call seconds capacity on a monthly average basis for each month of any three consecutive months period, either party may request the issuance of an order to resize the Trunk Group which shall be left with not less than 25% excess capacity. If Carrier adds capacity in anticipation of growth beyond three months, the parties agree to meet and discuss prior to deciding to resize the trunk group. SBC-13STATE may agree to extend the period of underutilization if Carrier can demonstrate the capacity need.

2.2.2 As discussed in this Agreement, both Parties will jointly manage the capacity of CMRS Interconnection Trunk Groups. Either Party may initiate a change

in Trunk Group provisioning by request. SBC-13STATE will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes SBC-13STATE desires to the CMRS Interconnection Trunk Groups based on SBC-13STATE's capacity assessment. Carrier will initiate a request by issuing an ASR to SBC-13STATE's Wireless Interconnection Service Center.

- a. Within ten (10) Business Days after receipt of the TGSR, upon review of and in response to Pacific's TGSR;

or

- b. At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

2.2.3 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and Carrier work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, designated NXX Code relocations, re-homes, facility grooming, or major network rearrangements.

2.3 Points of Interconnection

2.3.1 As required by Section 251 of the Act, SPCS may interconnect with SBC-13STATE's network at any technically feasible point that is within SBC-13STATE Territory within the LATA. Carrier and SBC-13STATE shall mutually agree on a POI for each Trunk Group utilized to carry traffic between their respective networks.

2.3.1.1 A POI may be located at:

- a. a SBC-13STATE office where the Facilities terminate, typically a Tandem office,
- b. a Carrier's office where the Facilities terminate, or
- c. other, mutually agreeable location.

2.3.2 Unless otherwise mutually agreed, for delivery of traffic over mobile to land or two-way Trunks, the POI shall be established to each SBC-13STATE Tandem switch or End Office Switch where trunking is required under this Agreement.

2.3.3 Unless otherwise mutually agreed, for delivery of traffic over land to mobile Trunks, the POI shall be established to each MSC or Carrier's designated

point of presence in the LATA that is within SBC-13STATE Territory where trunking is required under this Agreement.

2.4 Per LATA POI Requirement

- 2.4.1 SPCS acknowledges at this time, that SBC-13STATE is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, SPCS agrees to interconnect to at least one SBC-13STATE facility in each LATA in which it desires to pass traffic to SBC-13STATE for transport and termination within such LATA.

2.5 Incumbent LEC Requirement

- 2.5.1 The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or Facilities by SBC-13STATE in those areas where SBC-13STATE is not the incumbent LEC.

2.6 Interconnection Methods Available to SPCS

- 2.6.1 SPCS may provide its own Facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on SPCS's network) to the Interconnection point on SBC-13STATE's network. Alternatively, SPCS may purchase an entrance Facility and transport from a Third Party Provider or from SBC-13STATE for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SBC-13STATE shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs.

- 2.6.2 SPCS may request virtual collocation from SBC-13STATE at the rates, terms and conditions specified in the appropriate FCC Tariff in the state to which this Agreement shall apply and physical collocation as specified in applicable tariff (or in the absence of an applicable tariff, on an individual case basis). Alternatively, SPCS may collocate at a SBC-13STATE facility with a Third Party Provider with whom SBC-13STATE has already contracted for collocation. When SPCS collocates at a SBC-13STATE facility, it shall provide for the transport of traffic from its network to the appropriate Interconnection point on SBC-13STATE's network pursuant to Section 2.3 above. If SPCS causes SBC-13STATE to build a collocation cage and then SPCS does not use the facility (or all the facility), SPCS shall reimburse SBC-13STATE as if SPCS was using the entire facility.

- 2.6.3 SPCS may request SONET based services pursuant to tariff. These services are available only pursuant to tariff and not subject to this Agreement.

2.7 Interconnection Methods Available to SBC-13STATE

- 2.7.1 SPCS and SBC-13STATE may share SPCS's Interconnection Facilities at rates developed on a shared facilities basis, i.e. charges will be shared by the

Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.8 Technical Requirements and Standards

2.8.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.

2.8.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in Facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements.

2.8.3 Nothing in this Agreement shall prohibit SPCS from enlarging its CMRS network within the MTAs covered by this Agreement through management contracts with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name. Traffic originating on such extended network within the MTAs covered by this Agreement shall be treated as SPCS's traffic under the terms and conditions of this Agreement. SPCS shall provide SBC-13STATE notice of the following information for any such contracted third parties within a reasonable time after contracting with such third party: the legal name of the third party, a contact name and number, the ACNAs (and name associated with such ACNA) for orders placed by such party, and the geographic area to be served by such party.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

3.1 This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks, over CMRS Interconnection Trunks, for the transmission and routing by the Parties of Local Traffic and Transiting Traffic.

3.2 Routing

3.2.1 SPCS to SBC-13STATE Routes

3.2.1.1 SPCS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SBC-13STATE to a SBC-13STATE End User Customer or for delivery by SBC-13STATE to a subtending Third Party Provider or an IXC.

3.2.2 SBC-13STATE to SPCS Routes

3.2.2.1 SBC-13STATE shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SPCS.

3.2.3 SBC-13STATE will not deliver calls destined to terminate at a Carrier MSC via another Telecommunications Carrier Tandem switch. Further, where Carrier's dedicated NXX Codes subtend another Telecommunications Carrier's Tandem switch, the Parties will establish trunking directly between SBC-13STATE's Tandem switch and Carrier's MSC for the completion of land-to-mobile calls destined to terminate to such NXXs. In LATAs where other Telecommunications Carriers have Tandem switches, it is the responsibility of Carrier to negotiate interconnection and compensation arrangements directly with those Carriers. SBC-13STATE will complete land-to-mobile calls destined to terminate at a subtending CMRS MSC regardless of the call's originating Telecommunications Carrier; however, in delivering such calls, SBC-13STATE has no responsibility for traffic delivered through another Telecommunications Carrier's Tandem switch to SBC-13STATE's Tandem switch destined for Carrier's dedicated NXX Codes.

3.2.4 Transiting Traffic

3.2.4.1 Transiting Service will be provided by SBC-13STATE. SBC-13STATE's Transiting Service allows Carrier (a) to send traffic to a Third Party Provider network through SBC-13STATE's Tandem switch and (b) to receive traffic from a Third Party Provider network through SBC-13STATE's Tandem switch. Carrier is responsible for payment of the appropriate SBC-13STATE Transiting Service rates on Transit Traffic originating on its network delivered to SBC-13STATE. SBC-13STATE's Transiting Service rate is only applicable when calls do not originate with (or terminate to) SBC-13STATE's End User Customer. The rates that SBC-13STATE shall charge for Transiting Service are specified in Appendix - Pricing (Wireless).

Carrier shall deliver traffic to be handled by SBC-13STATE's Transiting Service to SBC-13STATE's Tandem switch(es).

3.2.4.2 Third Party Provider Arrangements. Carrier shall establish billing arrangements directly with any Third Party Provider Telecommunications Carriers to which it may send traffic by means of SBC-13STATE's Transiting Service. In the event that Carrier does send traffic through SBC-13STATE's network to a Third Party Provider Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such Third Party Provider Telecommunications Carrier makes a Claim against SBC-13STATE for compensation, SBC-13STATE will advise both Carrier and the Third Party Provider Telecommunications Carrier that they need to resolve the matter between themselves. If SBC-13STATE does so, then Carrier will indemnify SBC-13STATE for any termination charges SBC-13STATE subsequently is ordered by a regulatory agency or court to pay such Third Party Provider Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, SBC-13STATE agrees to allow Carrier to participate as a party.

3.2.4.3 When the Carrier is notified that there is more than a DS1's worth of traffic to any Third Party Provider, then the Carrier will use best effort to effect an direct interconnection arrangement with the Third Party Provider (subtending LEC) of concern within 135 calendar days. Except for overflow traffic that is mutually agreed to by the Parties, once direct trunk groups are established between Carrier and the subtending Third Party Provider switch, Carrier will cease routing Transit Traffic through SBC-13STATE Tandem to such Third Party Provider switch.

3.2.5 In determining the number of minutes of use subject to Reciprocal Compensation, SBC-13STATE and SPCS shall use actual call data to determine jurisdiction and originating carrier. When recorded billing data is not sufficiently available to SPCS to determine the jurisdiction and originating carrier of land to mobile traffic, SPCS will not default bill SBC-13STATE Reciprocal Compensation for such traffic.

3.2.6 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from an IXC destined for an SBC-13STATE End Office Switch. Carrier shall not deliver traffic to SBC-13STATE under this Agreement from a non-CMRS Telecommunications Carrier.

3.2.7 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in SBC-13STATE Territory.

3.2.8 Direct Connect. Where SBC-13STATE has in place direct Trunks employing Type 2A interface to a Carrier MSC, SBC-13STATE shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem switch.

3.2.9 One-way Provisioning

3.2.9.1 Should the provisioning of CMRS Interconnection Trunks on a one-way basis be required, due to equipment or billing limitations, each Party shall be responsible for the delivery of traffic from its network to the POI of the other Party (e.g., SBC-13STATE's Tandem/End Office Switch and/or Sprint PCS MSC). For land to mobile traffic the POI is located at SPCS's MSC or point of presence within SBC-13STATE Territory. For mobile to land traffic, the POI is located at SBC-13STATE's switch or as otherwise mutually agreed to by the Parties.

3.3 Reciprocal Compensation

3.3.1 Rates

3.3.1.1 The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING (Wireless). SBC-13STATE shall compensate SPCS for the transport and termination of Local Traffic originating on SBC-13STATE's network; SPCS shall compensate SBC-13STATE for the transport and termination of Local Traffic originating on SPCS's network.

3.3.2 Exclusions

3.3.2.1 Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.3.2.1.1 interMTA traffic;

3.3.2.1.2 Transiting Traffic;

3.3.2.1.3 Non CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency); e.g., for the purposes of this Agreement, a call intended to terminate to a mobile station using CMRS frequency that is routed to voice mail because

the call cannot be completed to such mobile station shall be treated as CMRS traffic;

3.3.2.1.4 Toll-free calls (e.g., 800/888), 500 and 700 calls;

3.3.2.1.5 Paging Traffic;

3.3.2.1.6 Information Services Traffic (900); and,

3.3.2.1.7 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3.3.3 Measuring Calls as Local Traffic

3.3.3.1 In order to measure whether traffic comes within the definition of Local Traffic for the purposes of calculating reciprocal compensation, the Parties agree to the following:

3.3.3.1.1 For Land to Mobile traffic, the origination point of a call shall be the SBC-13STATE Central End Office Switch that serves the calling party at the beginning of the call, and the termination point shall be Carrier's cell site/base station, which serves the called party at the beginning of the call.

3.3.3.1.2 For Mobile to Land traffic, the origination point of a call shall be the Carrier's cell site/base station that serves the calling party at the beginning of the call, and the termination point shall be SBC-13STATE Central End Office Switch, which serves the called party at the beginning of the call.

3.3.4 The Parties agree that ISP traffic between them, if any, is presently *de minimis*; however, should intercarrier ISP traffic become greater than *de minimis*, it will be treated for compensation purposes at the same rate and rate structure as Local Calls. No additional or separate measurement or tracking of ISP bound traffic shall be necessary.

3.3.5 Conversation MOU

3.3.5.1 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon Conversation MOU. Conversation MOU will be determined from actual usage recordings. Conversation MOU begins when the originating Party's network receives Answer Supervision and ends when the originating Party's network receives Disconnect Supervision.

3.4 Billing And Recording

- 3.4.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective End User Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement.

4. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POL. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.

- 4.2 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.

- 4.2.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate SBC-13STATE to utilize Facilities obtained from a Third party Provider. However, should SBC-13STATE agree to share in the cost of Third Party Provider Facilities within SBC-13STATE Territory based on percentage of traffic, the reimbursement rate to Carrier will not exceed SBC-13STATE tariffed rates.

- 4.2.2 SPCS and SBC-13STATE may share Interconnection Facilities (e.g. T1) and those Facilities shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such Facilities as specified in Appendix PRICING.

- 4.2.3 SBC-13STATE may provide its own Facilities and transport for the delivery of traffic from its network to SPCS's network that is within SBC-13STATE Territory. Alternatively, SBC-13STATE may purchase an entrance Facility and transport from a third party, or from SPCS, for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SPCS will be developed on an individual case basis not to exceed the Access Tariff Rates.

- 4.2.4 SPCS and SBC-13STATE may share SPCS's Interconnection Facilities at rates developed on an individual case basis. Charges will be shared by the

Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

- 4.2.5 **Originating Party Uses Terminating Party's Facilities.** Where SBC-13STATE and SPCS mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.

4.2.5.1 Where SPCS has purchased high bandwidth facilities (e.g., DS3 and above) for multiple uses, SPCS will make available these facilities, for trunking and Interconnection, to SBC-13STATE. If SBC-13STATE chooses to use such high bandwidth facilities for trunking and Interconnection, SPCS will charge SBC-13STATE a proportionate share of the cost of the high bandwidth facilities. SPCS shall bill and SBC-13STATE shall pay SPCS at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of SBC-13STATE originated traffic over such high bandwidth facilities within a single month and based upon SPCS's actual cost of a DS1 on such high bandwidth facilities, not to exceed SBC-13STATE's tariffed rates.

4.2.5.2 Carrier's rate is specified in Appendix Pricing. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of SBC-13STATE originated traffic shall be based upon actual measurements.

- 4.2.6 **Originating Party Provides Its Own Facilities.** When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver one-way Interconnection traffic originating on its network to the POI located at either the MSC or point of presence within SBC-13STATE Territory or SBC-13STATE Tandem/End Office switch, such Party shall provide such Facilities and/or Trunks at its sole cost and expense.

- 4.2.7 **Originating Party Uses Terminating Party's Facilities.** When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement.

4.2.7.1 If either Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks at any time during the Term

hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable Facilities and/or Trunks costs. SBC-13STATE's use of such Facilities is equal to the amount of traffic originated on its network and terminated on Carrier's network; Carrier's use of such Facilities and/or Trunks is the sum of the following: (1) the amount of traffic originated on Carrier's network delivered to SBC-13STATE's network, and (2) the amount of Transit Traffic delivered to Carrier's network by SBC-13STATE.

4.2.7.2 If neither Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks during the Term hereof, the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks the costs of such Facilities and/or Trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix - Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith) ("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of traffic originating on SBC-13STATE network delivered to Carrier's network shall be compared to the sum of the following: (1) the amount of traffic originating on Carrier's network delivered to SBC-13STATE's network, and (2) the amount of Transit Traffic delivered to Carrier's network by SBC-13STATE. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the initial Term of the Agreement will remain in effect during the initial Term of the Agreement.

4.2.8 Special Requests

- 4.2.8.1 All requests for services covered by this Agreement (i) for which Facilities do not exist, (ii) Facilities, equipment or technologies not in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in this Agreement, shall be handled in accordance with applicable tariffs.

4.3 Signaling

- 4.3.1 Type S: A physical SS7 dedicated Signaling Link connection between SBC-13STATE's network and SPCS's network, utilized to exchange SS7 ISUP and SS7 TCAP messages to support the applications to be provided between networks.

- 4.3.2 SBC-13STATE will provide, at SPCS's service order request to purchase SS7 connectivity to SBC-13STATE SS7 signaling network, Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. SS7 Signaling is SBC-13STATE's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by SBC-13STATE, they will be provided in accordance with Appendix - SS7 (Wireless). Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. SBC-13STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

- 4.3.2.1 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its End User Customers. All CCS signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

- 4.3.2.2 SPCS shall, or Carrier's third-party SS7 provider shall, connect to each Local STP pair where SPCS Local ISUP is performed.

- 4.3.3 SBC SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SBC SNET and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and SBC SNET signaling networks and unique requirements of the individual parties.

5. NPA-NXX

- 5.1 Each NPA-NXX associated with a Trunk Group using a Type 2A Interconnection Trunk Group must be associated with a SBC-13STATE Tandem. Carrier will home its NPA-NXXs to the Tandem that serves the geographic area for the V&H Coordinate assigned to the NXX.
- 5.2 All terminating traffic delivered by Carrier to a Tandem switch destined for publicly dialable NPA-NXXs that do not home on that Tandem switch is misrouted. SBC-13STATE shall provide notice to Carrier pursuant to the "Notices" provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) Day period, SBC-13STATE shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge that is equal to the rate for end office termination (Type 2B rate).
- 5.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a SBC-13STATE Tandem switch, and some of which home on a non-SBC-13STATE Tandem switch. In this case, SBC-13STATE may establish Facilities and Trunks directly between SBC-13STATE's Tandem switch and Carrier's MSC for the completion of all SBC-13STATE to Carrier calls destined to terminate to such NXXs.
- 5.4 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. SBC-13STATE will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, SBC-13STATE has no responsibility for traffic routed through another Telecommunications Carrier's network to SBC-13STATE's Tandem switch destined for Carrier's MSC.
- 5.5 Intercept Arrangements
- 5.5.1 The Parties shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one of its NXX Code(s) that has not been assigned to an End User Customer. When either Party's network is not able to complete a call because of a malfunction in the other's network or other equipment, the Parties will, when possible, either divert the call to an operator or provide a

recorded announcement to the calling party advising that the call cannot be completed. Wherever a call is directed to a voice intercept recorded announcement by the terminating Party, the terminating Party shall not provide Answer Supervision.

6. TRANSMISSION AND ROUTING OF AND COMPENSATION FOR EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(c)(2)

6.1 This Section 6 provides the terms and conditions for the exchange of traffic between SPCS' End User Customers and SBC-13STATE's End User Customers for the transmission and routing of and compensation for switched access traffic.

6.2 IXC Traffic

6.2.1 All traffic between Carrier and the SBC-13STATE Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from, an interexchange carrier ("IXC") shall be transported over an Equal Access Trunk Group separate from the local Interconnection Trunk Group. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between Carrier's End User Customers and IXCs via a SBC-13STATE Access Tandem or combined local/Access Tandem. Carrier is solely financially responsible for the Facilities, termination, muxing, trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

6.3 Traffic Subject to Access Charges

6.3.1 Terminating Switched Access Traffic

6.3.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in SBC-13STATE's Federal and/or State Access Service tariffs and payable to SBC-13STATE.

6.3.1.2 Terminating Switched Access traffic shall not be routed over local Interconnection or Equal Access Trunk Groups. Carrier represents that it currently routes its Terminating Switched Access Traffic to an IXC and therefore, the IXC delivers Carrier's Terminating Switched Access Traffic to Telco pursuant to Federal and/or State Access Service Tariffs.

6.3.1.3 Notwithstanding any other provision of this Agreement, for all traffic sent over local Interconnection or Equal Access Trunk Groups determined by SBC-13STATE to be terminating switched access, based on sample data from Telco network studies, SBC-13STATE is authorized to charge, and Carrier will pay, the Terminating IntraLATA InterMTA traffic rate stated in Appendix Pricing -

Wireless for such traffic retroactively for such time period as provided for in Section 7.2.7.1 for charges arising pursuant to this Agreement. Carrier will work cooperatively with Telco to identify and reroute any inadvertent terminating switched access traffic over local Interconnection Trunks.

6.3.2 Terminating IntraLATA InterMTA Traffic

6.3.2.1 This traffic is routed over the local Interconnection Trunks within the LATA. Carrier can terminate Terminating IntraLATA InterMTA Traffic to Telco using local Interconnection Trunks, subject to the compensation method described in Section 6.3.2.2.

6.3.2.2 For the purpose of compensation between SBC-13STATE and Carrier under this Agreement, Terminating IntraLATA InterMTA Traffic is subject to the rates and percentages stated in Appendix Pricing - Wireless. For traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; and (c) is terminated on Telco's network in another MTA, SBC-13STATE shall charge and Carrier shall pay the rate stated in Appendix Pricing - Wireless for all Terminating IntraLATA InterMTA Traffic terminated to SBC-13STATE's End User Customers.

6.3.2.3 As of the Effective Date, the Parties cannot accurately measure the amount of Terminating IntraLATA InterMTA Traffic on a real time basis. Therefore, the Parties have agreed to apply the Carrier-specific, State specific Terminating IntraLATA InterMTA percentage stated in Appendix Pricing - Wireless, which is based upon appropriate Carrier-specific, State specific information (i.e., Carrier-specific, State-specific network engineering information; a Carrier-specific, State-specific InterMTA traffic study; and/or other Carrier-specific, State-specific data/information in complete and appropriate form, as determined in good faith). The Terminating IntraLATA InterMTA percentage shall be applied to the total minutes terminated to SBC-13STATE's End User Customers over Carrier's local Interconnection Trunks. The Terminating IntraLATA InterMTA percentage may be revised, but no more frequently than once every twenty-four (24) months, using the following procedure: (1) either Party may provide notice to the other Party that it wishes to renegotiate the Terminating IntraLATA InterMTA percentage; (2) within thirty (30) Days of the other Party's receipt of such notice, the Parties shall commence good faith negotiations, based upon Carrier-specific, State-specific information as described above, to establish a new mutually agreeable Terminating IntraLATA InterMTA percentage; and, (3) good faith negotiations shall be completed and the Amendment to the Agreement reflecting such new percentage, if

any, shall be filed with the Commission within one-hundred twenty (120) Days of the above-mentioned receipt of notice.

6.3.3 Originating Landline to CMRS Switched Access Traffic

6.3.3.1 This traffic is routed over the local Interconnection Trunks.

6.3.3.2 For the purpose of compensation between SBC-13STATE and Carrier under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates and percentages stated in Appendix Pricing - Wireless. For traffic that, at the beginning of the call: (a) originates on Telco's network in one MTA; and, (b) is delivered to the mobile unit of Carrier's End User Customer connected to a Cell Site in another MTA, SBC-13STATE is authorized to charge and Carrier shall pay the Originating Landline to CMRS Switched Access Traffic rates and percentages as set forth in Appendix Pricing - Wireless on a per MOU basis for such traffic. Carrier shall not charge and SBC-13STATE shall not pay reciprocal compensation for Originating Landline to CMRS Switched Access Traffic.

6.3.3.3 As of the Effective Date, the Parties cannot accurately measure the amount of Originating Landline to CMRS Switched Access Traffic on a real time basis. Therefore, the Parties have agreed to negotiate in good faith for the purpose of establishing a mutually agreeable Carrier-specific, State-specific Originating Landline to CMRS Switched Access traffic percentage, based upon Carrier-specific, State specific information. The duty to negotiate in good faith shall continue until a CMRS Switched Access traffic percentage is established.

If Parties cannot negotiate, execute and file an amendment to this Agreement establishing an Originating Landline to CMRS Switched Access percentage within thirty (30) Days of the execution of this Agreement, SBC-13STATE may request that Carrier provide a traffic study to determine an Originating Landline to CMRS Switched Access percentage.

Due to the multiple studies that may be requested by the multiple SBC-13STATEs after the execution of this Agreement, the Parties agree to the following timeframes within which Carrier shall provide Originating Landline to CMRS Switched Access percentage traffic studies:

For one (1) study - Carrier shall provide to SBC- 13STATE within 60 Days after receipt of request.

For two (2) - up to four (4) studies - Carrier shall provide up to four (4) studies to SBC-13STATE within one hundred and twenty (120) Days after receipt of request.

For five (5) – up to seven (7) studies - Carrier will provide to SBC-13STATE based upon a mutually agreed upon timeframe, but not to exceed one hundred and eighty (180) Days.

For eight (8) or more studies, the Parties agree that Carrier will provide such studies to SBC-13STATE on a mutually agreed upon schedule.

Once a request for a traffic study/studies has been made by SBC-13STATE(s), SBC-13STATE(s) shall not make any subsequent requests until the initial study/studies has been completed.

The Originating Landline to CMRS Switched Access traffic percentage will be calculated from the Parties' records based on the location of the Cell Site, if applicable, to which the Carrier's End User Customer's mobile unit is connected at the beginning of the call. These records will be obtained from the Carrier's databases. If a study is requested, Carrier agrees to provide a Carrier-specific, State-specific traffic study to SBC-13STATE within the agreed upon time frame as set forth above. The Carrier-specific, State-specific traffic study will be provided for the State in which the percentage is to be applied. The percentage will be based on the following formula:

SBC-13STATE originated MOU delivered by SBC-13STATE to Carrier's network that terminate InterMTA divided by all SBC-13STATE originated MOU delivered by SBC-13STATE to Carrier's network.

The Parties agree to work cooperatively towards a mutually acceptable Originating Landline to CMRS Switched Access percentage.

(a) **Mutually agreed audit:** The Parties may, in good faith, attempt to retain a mutually acceptable third party independent auditor who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the necessary data and to calculate the Originating Landline to CMRS Switched Access traffic percentage, based upon the formula stated above). The Parties shall share the costs of the third-party independent auditor equally.

(b) **SBC-13STATE audit:** If the Parties have not mutually agreed on an acceptable third-party independent auditor, as provided in paragraph (a) above, SBC-13STATE may, in its sole discretion, select a qualified independent auditor to conduct the third-party audit. Upon the selection of the independent auditor, SBC-13STATE shall notify Carrier it has made its selection pursuant to this paragraph. The cost of the independent auditor conducting the SBC-13STATE audit shall be conducted at SBC-13STATE expense.

(c) The Parties shall fully cooperate with the selected third-party auditor to allow expeditious completion of the audit.

(d) The auditor's determination shall be a binding determination of the Originating Landline to CMRS Switched Access traffic percentage, using the formula outlined above, unless either Party, within thirty (30) Days of the auditor's final report, invokes Dispute Resolution procedures disputing the auditor's determination.

(e) Within thirty (30) Days of the determination of the Originating Landline to CMRS Switched Access percentage as provided above, the Parties shall file an appropriate amendment to the Agreement reflecting the Originating Landline to CMRS Switched Access percentage.

(f) Except as provided in this paragraph (f), the Originating Landline to CMRS Switched Access percentage shall remain in effect for the Term of the Agreement. The Parties agree that neither a traffic study nor an audit shall be requested more frequently than once every twenty-four (24) months in the State. Notwithstanding the foregoing, the Parties agree that they may mutually agree to establish a new Originating Landline to CMRS Switched Access percentage at any time after the initial term, but no more frequently than once every twelve (12) months.

(g) The Originating Landline to CMRS Switched Access percentage shall be applied to the total minutes originated by SBC-13STATE's End User Customers delivered to Carrier's network over Carrier's local Interconnection Trunks. If Carrier is capable of accurately filtering Originating Landline to CMRS Switched Access traffic from total minutes originated by SBC-13STATE's End User Customers delivered to Carrier's network over Carrier's local Interconnection Trunks, Carrier shall exclude Originating Landline to CMRS Switched Access traffic from its reciprocal compensation billings to SBC-13STATE and the Originating Landline to CMRS Switched Access percentage shall not be applied to reduce minutes used to calculate such reciprocal compensation billings; otherwise, Carrier shall apply the Originating Landline to CMRS Switched Access percentage to reduce the minutes used to calculate its reciprocal compensation billings to SBC-13STATE.

(h) If no Carrier-specific, State-specific Originating Landline to CMRS Switched Access percentage is established as of the Effective Date, the Parties shall true-up affected reciprocal compensation and Originating Landline to CMRS Switched Access charges to the Effective Date within thirty (30) Days of filing an amendment to this Agreement establishing such percentage, as provided above.

7. ADDITIONAL ORDERING AND BILLING PROVISIONS

7.1 Ordering

7.1.1 Due dates for the installation or conversion of Trunk Groups covered by this Agreement shall be based on SBC-13STATE's standard Switched Access intervals or mutual agreement of the Parties in accordance with the availability of facilities and equipment.

7.1.1.1 The Parties recognize that Special Requests may be made of the other Party pursuant to Section 4.2.8 herein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

7.1.1.2 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

7.2 Billing

7.2.1 Each Party will record its terminating minutes of use including identification of the originating and terminating NXX for all traffic exchanged between the Parties over Trunk Groups for purposes of providing invoices to the other Party pursuant to this Agreement. Each Party will perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective End Users Customer.

7.2.2 The Parties will exchange billing information on a monthly basis based on a mutually agreed schedule. SBC-13STATE will prepare its bill in accordance with its existing billing systems. SPCS will prepare its bill in accordance with the now current OBF (CABS BOS) industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. The Parties agree to pay to each other all undisputed charges due each other within thirty (30) days of the date the statement was rendered (bill date) for those charges. If any portion of an amount due to a Party is subject to a bona fide dispute between the Parties, the disputing Party shall, within 30 days after the bill due date, give written notice to the billing Party of the amounts it disputes, the specific details and reasons for disputing each item. The Parties will attempt to resolve the issues related to the disputed amounts in the normal course of business prior to invoking the dispute resolution processes described in Section 17.

7.2.3 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.

7.2.4 All non-usage-sensitive monthly charges shall be billed by SBC-13STATE monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.

7.2.5 All Facilities charges owed to Carrier by SBC-13STATE under Section 4, shall be billed by Carrier to SBC-13STATE thirty (30) Days following receipt by Carrier of SBC-13STATE's invoice.

7.2.6 Late Charges

7.2.6.1 Bills will be considered past due 31 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

7.2.6.2 If the amount billed, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be an amount equal to the charges in SBC-13STATE's interstate access service tariffs.

7.2.7 Backbilling/Backcrediting

7.2.7.1 Backbilling. Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to nine (9) months after the initial date service was furnished, but in no event shall backbilling pursuant to this Agreement occur for services provided prior to the Effective Date of this Agreement. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to "Verification Reviews" provisions of this Agreement.

7.2.7.2 Backcredits. Either Party may request credit for any billing by the other Party pursuant to this Agreement up to nine (9) months after the date of the bill on which the service or Facility was billed, but in no event shall such requests pursuant to this Agreement occur for services provided prior to the Effective Date of this Agreement. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 17. This Section 7.2.7.2 shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are

not evident other than through an "Verification Reviews" pursuant to Audits provisions of this Agreement.

- 7.2.7.3 Tariffed Items. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modification.

7.3 Miscellaneous Nonrecurring Charges

7.3.1 Maintenance of Service Charge

- 7.3.1.1 SPCS obtains from SBC-13STATE Interconnection Facilities. The maintenance of these Facilities by SBC-13STATE, via this contract, requires isolation of both SBC-13STATE's and SPCS's equipment and Facilities for testing purposes. Both SBC-13STATE and SPCS believe that because each is a responsible and regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.

- 7.3.1.2 SPCS and SBC-13STATE recognize that maintenance charges need not be applied if each carries out its proper function and has therefore agreed to implement, on a trial basis, a procedure which will eliminate these charges.

- 7.3.1.3 Under this procedure when discovering trouble in its service, SBC-13STATE or SPCS will respond to the trouble reported by isolating the problem to its own or the other's system. Each will clear the trouble in its own system prior to handing off the trouble to the other. However, if either Party feels that the other is abusing the trouble reporting system and causing the other unreasonable or inordinate time and expense to find troubles which are ultimately determined to be in the reporting Party's system, the aggrieved Party may institute a maintenance charge, in accordance with the following procedure.

- 7.3.1.4 Should one Party believe that the other is not carrying out its responsibilities to isolate and clear troubles on its own system prior to reporting troubles to the other, the aggrieved Party should notify the other in writing that the accepted trouble reporting practices and procedures are being abused, with specific illustration of the abuse, and that the aggrieved Party intends to invoke this provision to authorize the Parties to assess maintenance charges where appropriate.

7.3.1.5 Upon receipt of the written notice by the other Party, both Parties will meet as soon as possible to review the problem and take corrective action.

7.3.1.6 If the Parties are unable to resolve the dispute, the aggrieved Party will give written notice that it intends to invoke this provision by a specific date, but not less than ten (10) Days from the date of such notice.

7.3.2 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges are governed by SBC-13STATE's applicable interstate Access Services tariff.

8. NETWORK MAINTENANCE AND MANAGEMENT

8.1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein. SBC-13STATE will provide non-discriminatory maintenance intervals that are consistent with the like type services which it provides to itself.

8.2 Network Management Controls

8.2.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events.

8.2.2 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

8.2.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.

8.2.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.

8.2.5 Carrier shall acknowledge calls in accordance with the following protocols.

8.2.5.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.

8.2.5.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.

8.2.5.3 Carrier and SBC-13STATE will work cooperatively to install and maintain a reliable network. Carrier and SBC-13STATE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

8.2.6 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.

8.2.7 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

8.2.8 Neither Party will use any service provided under this Agreement in a manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers. Either Party will provide the other Party immediate notice of said impairment.

8.2.9 The characteristics and methods of operation of any circuits, facilities or equipment of either Party or that of a third party in conjunction with either Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its Affiliate companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create electrical hazards to the employees of any of them or the public, or malfunction of either Party's billing equipment. If either Party causes an Impairment of Service, as set forth in this Section, 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. The Impaired Party shall advise the Impairing

Party 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, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

8.3 Law Enforcement and Civil Process

8.3.1 SBC-13STATE and SPCS shall handle law enforcement requests as follows:

8.3.1.1 Intercept Devices

8.3.1.1.1 Local and federal law enforcement agencies may request information or assistance from the Parties. When either Party receives a request associated with a End User Customer of the other Party, it shall refer such request to the Party that serves such End User Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

8.3.1.2 Subpoenas

8.3.1.2.1 If a Party receives a subpoena for information concerning an End User Customer the Party knows to be an End User Customer's of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User Customer's service provider, in which case the Party will respond to any valid request.

8.3.2 Law Enforcement Emergencies

8.3.2.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an End User Customer of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's End User Customer and the Party serving such End User Customer agrees to indemnify and hold the other Party harmless against any and all such claims.

9. NUMBERING ISSUES

- 9.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither SBC-13STATE nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 9.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 9.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in SBC-13STATE network, then the Parties shall cooperate to reassign the routing V&H Coordinate and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from SBC-13STATE's Tandems to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to SBC-13STATE's network as shown in the LERG.
- 9.4 SBC-13STATE will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the NPA-NXX field of the ASR translation questionnaire. This NPA-NXX installation request will be treated as a no-charge order.
- 9.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 9.6 Number Portability. The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.
- 9.7 Dialing Parity. SBC-13STATE agrees that local dialing parity will be available to SPCS in accordance with the Act.

10. UNBUNDLED NETWORK ELEMENTS

- 10.1 In its Triennial Review, the FCC is currently evaluating the availability of unbundled network elements (UNEs) to carriers of wireless telecommunications services ("CMRS carriers") (CC Docket 01-338, paragraphs 12, 37 and 38, released December 20, 2001). Utilizing the procedure set forth in Section 10.2 and the

Intervening Law provision of this Agreement, upon a legally binding order in the Triennial Review docket (the "Triennial Review Order"), the Parties agree to negotiate an Appendix UNE, if applicable (which Appendix UNE shall comply with the rulings and standards set forth in the Triennial Review Order and shall be part of the Agreement), subject to Section 10.2 and the Intervening Law provision of this Agreement. Neither Party waives any of its rights, remedies or arguments with respect to UNEs, including, but not limited to, the right to seek legal review of the Triennial Review Order and/or its rights thereunder. Where technically feasible, SBC-13STATE will offer in the negotiated Appendix UNE, on just, reasonable, and nondiscriminatory terms, those UNEs specifically identified and defined by the FCC, as applicable in the State to CMRS providers pursuant to the legally binding Triennial Review Order, including SPCS. "Legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

- 10.2 SBC-13STATE's provision of UNEs, if any, shall be subject to federal law, including but not limited to the applicable provisions of the Act (including but not limited to, Section 251(d)), and the FCC's Triennial Review, CC Docket 01-338. By entering into this Agreement, or any Amendment or Appendix to this Agreement, which may make available certain UNEs to SPCS, neither Party waives any of its rights arising pursuant to the Intervening Law provision of this Agreement or the Orders recited therein, including but not limited to each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In that regard, and without limitation, in the event that the FCC, a State regulatory agency or a court of competent jurisdiction in any proceeding finds, rules or otherwise orders any of the UNEs that may be provided pursuant to this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed upon Written Notice of either Party, as provided in the Intervening Law provision of this Agreement, and the Intervening Law procedures shall apply.

11. VERIFICATION REVIEWS

- 11.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. At its own expense and upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) (the "Auditing Party") shall have the right to conduct a review and verification of the other Party (the "Audited Party"), which verification review shall be limited to the sole purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. This includes on-site verification reviews at the other Party's or the Party's vendor locations.
- 11.2 After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed,

so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found.

11.3 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

11.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

11.5 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

11.6 If any audit confirms any undercharge or overcharge, then the Audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the Auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

12. LIMITATION OF LIABILITY

12.1 Except for indemnity obligations expressly set forth herein or as otherwise provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement (including any negligent act or omission, whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from

allegations that breach of this Agreement also constitute a violation of a statute (including the Act), shall not exceed in total the amount SBC-13STATE or Carrier has charged or would have charged to the other Party for the affected Interconnection, Network Elements, functions, Facilities, products and/or service(s) that were not performed or did not function or were improperly performed or improperly functioned.

12.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or Claimed by a third party to have arisen out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

12.3 A Party may, in its sole discretion, provide in its tariffs and/or contracts with its End User Customers or third parties that relate to any Interconnection, Network Elements, functions, Facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User Customer or third party for the Interconnection, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and/or contracts the limitation(s) of liability described in this Section 12.3.

12.4 Neither Carrier nor SBC-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 13 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and Consequential Damages of such third party; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION 12.4 SHALL IMPOSE INDEMNITY OBLIGATIONS ON A PARTY FOR ANY LOSS OR CONSEQUENTIAL DAMAGES SUFFERED BY THAT PARTY'S END USER CUSTOMER IN CONNECTION WITH ANY AFFECTED INTERCONNECTION, NETWORK ELEMENTS, FUNCTION, FACILITIES, PRODUCTS AND SERVICES. EXCEPT AS PROVIDED IN THE PRIOR SENTENCE, EACH PARTY ("INDEMNIFYING PARTY") HEREBY RELEASES AND HOLDS HARMLESS THE OTHER PARTY ("INDEMNITEE") (AND INDEMNITEE'S AFFILIATES, AND INDEMNITEE'S AND INDEMNITEE'S AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND

AGENTS) AGAINST ANY LOSS OR CLAIM MADE BY THE INDEMNIFYING PARTY'S END USER CUSTOMER.

- 12.5 If Carrier provides access to 911 service to SBC-13STATE End User Customers, Carrier shall not be liable to SBC-13STATE, its End User Customer or any other Person for any Loss alleged to arise out of the provision of such access to 911 service or any errors, interruptions, defects, failures or malfunctions of such 911 service.
- 12.6 This Section 12 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of agreed liability and the type of damages that are recoverable. The Parties acknowledge that the above limitation of liability provisions are negotiated and alternate limitation of liability provisions would have altered the cost, and thus the price, of providing the Interconnection, Network Elements, functions, Facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability were agreed.
- 12.7 SBC-13STATE shall not be liable for damages to an End User Customer's premises resulting from the furnishing of any Interconnection, Network Elements, functions, Facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by SBC-13STATE's gross negligence or willful misconduct. SBC-13STATE does not guarantee or make any warranty with respect to Interconnection, Network Elements, functions, Facilities, products or services when used in an explosive atmosphere.

13. INDEMNITY

- 13.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Network Elements, functions, products, Facilities, and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Network Elements, functions, Facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 13.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End User Customers, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Network Elements, functions, Facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

13.3 In the case of any Loss alleged or claimed by a End User Customer of either Party, the Party whose End User Customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by such End User Customer regardless of whether the underlying Interconnection, Network Elements, function, Facilities, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

13.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, Facilities, products and services provided under this Agreement involving:

13.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Network Elements, functions, Facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User Customer's use.

13.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, Network Elements, functions, Facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User Customer in the course of using any Interconnection, Network Elements, functions, Facilities, products or services provided pursuant to this Agreement.

13.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User Customer's use of Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

13.4.1.2.1 where an Indemnified Party or its End User Customer modifies Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; and

13.4.1.2.2 no infringement would have occurred without such modification.

13.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party

shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.

13.5 Carrier shall reimburse SBC-13STATE for damages to SBC-13STATE's Facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of Carrier, its agents or subcontractors or Carrier's End User Customer or resulting from Carrier's improper use of SBC-13STATE's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any Person or entity other than SBC-13STATE. Upon reimbursement for damages, SBC-13STATE will cooperate with Carrier in prosecuting a Claim against the Person causing such damage. Carrier shall be subrogated to the right of recovery by SBC-13STATE for the damages to the extent of such payment.

13.6 Indemnification Procedures

13.6.1 Whenever a Claim shall give rise to indemnification obligations under this Section 13, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

13.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

13.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the reasonable expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.

13.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

13.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

- 13.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 13.6.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 13.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 13.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 15, "Confidentiality".

14. INTELLECTUAL PROPERTY

- 14.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.
- 14.2 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. CONFIDENTIALITY

- 15.1 Both Parties agree to protect proprietary information received from the other ("Proprietary Information") in accordance with the provisions of Section 222 of the Act.
- 15.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 15.2.1 Was at the time of receipt, already known to the Party receiving the Proprietary Information (the "Receiving Party"), free of any obligation to keep confidential

and evidenced by written records prepared prior to delivery by the Party disclosing the Proprietary Information (the "Disclosing Party"); or

15.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

15.2.3 Is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information, provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third party has any such obligation; or

15.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

15.2.5 Is disclosed to a third party by the Disclosing Party without similar restrictions on such third party's rights; or

15.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

15.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

16. PUBLICITY

16.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

16.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

17. DISPUTE RESOLUTION

17.1 Finality of Disputes

17.1.1 Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

17.2 Alternative to Litigation

- 17.2.1** The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures ("Dispute Resolution") with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.3 Commencing Dispute Resolution

- 17.3.1** Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

17.4 Informal Resolution of Disputes

- 17.4.1** When such written notice has been given, as required by Section 17.3.1, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

17.5 Formal Dispute Resolution

- 17.5.1** If the Parties are unable to resolve the dispute through the informal procedure described above in Section 17.4, then either Party may invoke the following formal Dispute Resolution. Unless agreed upon by the Parties, formal Dispute Resolution described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating Dispute Resolution under Section 17.3.1.

- 17.5.2** Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 17.6 below.

- 17.5.2.1** All unresolved billing disputes involving amounts (whether billed by SPCS to SBC-13STATE or SBC-13STATE to SPCS) equal to or less than one (1) percent of the amounts billed to SPCS by SBC-13STATE under this Agreement during the calendar year in which

the dispute arises. For any calendar year in which the billing Party does not issue a bill to the billed Party each month, the Parties, in determining whether this Section applies, will annualize the bills issued for that calendar year.

17.5.2.2 Determination of the Originating Landline to CMRS Switch Access traffic percentage pursuant to Section 6.3.3.3(d).

17.5.3 Claims Subject to Elective Arbitration. Except as otherwise expressly provided in the Agreement, unresolved claims not described in Section 17.5.2 will be subject to arbitration if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

17.5.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

17.5.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

17.5.4.2 Actions to compel compliance with the Dispute Resolution process.

17.5.4.3 All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.

17.6 Arbitration

17.6.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in Appendix-Arbitration Location (Wireless), unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of

the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.7 Resolution of Billing Disputes

17.7.1 The following provisions apply specifically to the resolution of billing disputes.

17.7.1.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) days:

17.7.1.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

17.7.1.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

17.7.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) days:

17.7.2.1 Late payment charges will be paid by the disputing Party on any amount not paid that was found to be due according to the Dispute Resolution.

17.7.2.2 Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

18. INTERVENING LAW

18.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate STATE Commission(s). In entering into this Agreement, the Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the

Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002). In addition, on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (all collectively referred to as the "Orders"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"); the Parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in *Voices for Choices, et al. v. Illinois Bell Telephone Company, et al.*, Case No. 03-C-3290 (N.D. Ill.) pending before Chief Judge Charles Kocaras; and the parties acknowledge and agree that on June 9, 2003, Judge Kocaras enjoined enforcement of these same statutory sections. In entering into this Agreement, the Parties acknowledge and agree that the provisions set forth in this Agreement are based upon SBC-13STATE's obligations under FCC rules and regulations as they existed prior to their vacatur by the D.C. Circuit in its *USTA* Decision and prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. By executing this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders, the Illinois Law and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to SBC-13STATE's right, to the extent SBC-13STATE has not already invoked the FCC ISP terminating compensation in a particular SBC-13STATE state in which this Agreement is effective and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) shall be

immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any written notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

19. MISCELLANEOUS PROVISIONS

19.1 Effective Date

19.1.1 The Effective Date of this Agreement (the "Effective Date") shall be the date the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

19.2 Term and Termination

19.2.1 The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on 31st day of November 30, 2004 (the "Term"). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section 19.

19.2.2 Notwithstanding any other provision of this Agreement, either Party (at its sole discretion) may terminate this Agreement, and the provision of Interconnection and services, in the event the other Party (1) fails to perform a material obligation or breaches a material term of this Agreement and (2) fails to cure such nonperformance or breach within forty-five (45) Days after written notice thereof. Should the nonperforming or breaching Party fail to cure within forty-five (45) Days after such written notice, the noticing Party may thereafter terminate this Agreement immediately upon delivery of a written termination notice.

19.2.3 If pursuant to Section 19.2.1, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 19.2.4 and 19.2.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 19.2.3 other than its obligations under Sections 19.2.4 and 19.2.5.

19.2.4 Upon termination or expiration of this Agreement in accordance with Sections 19.2.1, 19.2.2 or 19.2.3:

19.2.4.1 Each Party shall continue to comply with its obligations set forth in Section 19.9, "Survival of Obligations"; and

19.2.4.2 Each Party shall promptly pay all amounts owed under this Agreement, subject to Section 17, "Dispute Resolution".

19.2.5 If SBC-13STATE serves notice of expiration or termination pursuant to Section 19.2.1 or Section 19.2.3, Carrier shall provide SBC-13STATE written confirmation, within ten (10) Days, that Carrier either wishes to (1) commence negotiations with SBC-13STATE, or adopt an agreement, under Sections 251/252 of the Act, or (2) terminate its agreement. Carrier shall identify the action to be taken for each affected agreement identified in SBC-13STATE's notice.

19.2.6 If Carrier serves notice of expiration or termination pursuant to Section 19.2.1 or Section 19.2.3, and also wishes to pursue a successor agreement with SBC-13STATE, Carrier shall include a written request to commence negotiations with SBC-13STATE, or adopt an agreement, under Sections 251/252 of the Act and identify which state(s) the successor agreement will cover. Upon receipt of Carrier's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

19.2.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received Carrier's Section 252(a)(1) request, at which time the Agreement shall terminate without further notice.

19.2.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), Carrier withdraws its Section 252(a)(1) request, Carrier must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that Carrier does not wish to pursue a successor agreement with SBC-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier serves notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) Day following SBC-13STATE receipt of Carrier's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further

obligations under this Agreement except those set forth in Section 19.2.4 of this Agreement.

19.2.9 If Carrier does not affirmatively state that it wishes to pursue a successor agreement with SBC-13STATE as provided in Section 19.2.4.1 or Section 19.2.4.2 above, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier provided or received notice of expiration or termination. Thereafter, the Parties shall have no further obligations under this Agreement except as provided in Section 19.2.4 above.

19.2.10 In the event of expiration or termination of this Agreement when there is no successor agreement between SBC-13STATE and Carrier, SBC-13STATE and Carrier shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided, Carrier shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End User Customers are transitioned to another Telecommunications Carrier, if applicable.

19.3 Access Carrier Name Abbreviation and Operating Company Number.

19.3.1 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes and Operating Company Number (OCN) that are covered by this Agreement are listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to SBC-13STATE. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

	<u>ACNA List</u>	<u>OCN</u>
Indiana	MJC, HZC, UBQ	6664, 8446, 6953
Michigan	MJC, HZC, IIP	6664, 8452, 6953, 4659
Wisconsin	MJC, LPL, SWQ, WOW, ROW	6664, 8463, 4014, 4659
Nevada	MJC, LPL, SWQ, WOW, ROW UBQ	6664, 4099
Ohio	MJC, HZC	6664, 8568, 6953
Connecticut	MJC	6664, 4063
Arkansas	MJC, LPL, SWQ, WOW, ROW	6664, 8442, 4014, 6510
Kansas	MJC, LPL, SWQ, WOW, ROW	6664, 8448, 4014
Missouri	MJC, LPL, SWQ, WOW, ROW, IIP	6664, 8454, 4014, 4659
Oklahoma	MJC, LPL, SWQ, WOW, ROW	6664, 8456, 4014, 6510
Texas	MJC, LPL, SWQ, WOW, ROW WEL	6664, 8460, 4014, 6510

19.4 Binding Effect

19.4.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

19.5 Assignment

19.5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not unreasonably be withheld; provided that either Party may assign its rights and delegate its benefits, and duties and obligations under this Agreement without the consent of the other Party to any legal entity which is an Affiliate of the assigning Party and provided that the assigning Party provides written notice to the other Party of such assignment within a reasonable time of assignment. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

19.6 Third Party Beneficiaries

19.6.1 This Agreement is for the benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

19.7 Force Majeure

19.7.1 Neither Party shall be liable for any delay or failure in performance of any part of the Agreement (other than an obligation to make money payments) from any cause beyond its control and without its fault or negligence including, without limitation: acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

19.8 Disclaimer or Warranties

19.8.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

19.9 Survival of Obligations

19.9.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

19.10 Waiver

19.10.1 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

19.11 Trademarks and Trade Names

19.11.1 Nothing in this Agreement will 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, absent prior written consent of the other Party.

19.12 General Obligation

19.12.1 Each Party purchasing services, facilities or other arrangements under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the services, facilities or other arrangements under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

19.12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by Applicable Law to be collected from the purchasing party by the providing party, then: (i) the providing party shall bill the purchasing party for such Tax; (ii) the purchasing party shall remit such Tax to the providing party; and (iii) the providing party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

19.12.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by Applicable Law on the End User Customer in connection with any such purchase, then: (i) the purchasing party shall be required to impose and/or collect such Tax from the End User Customer; and (ii) the purchasing party shall remit such Tax to the applicable taxing authority. The purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing party due to the failure of the purchasing party to pay or collect and remit such tax to such authority.

19.12.4 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party: (i) the purchasing party shall remain liable for such uncollected Tax; and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

19.12.5 If the purchasing party fails to impose and/or collect any Tax from End User Customers as required herein, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from End User Customers, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing

authority to collect the Tax from the providing Party due to the failure of the purchasing party to pay or collect and remit such Tax to such authority.

19.13 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

19.14 If Applicable Law excludes or exempts a purchase of services, facilities or other arrangements under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.

19.15 With respect to any Tax or Tax controversy covered by this Section 19.10.1, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

19.16 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 19.12 shall be sent in accordance with Section 19.15 hereof.

19.17 Relationship of the Parties

19.17.1 This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

19.17.2 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the

other Party's network in the standard format compatible with SBC-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

19.18 Insurance

19.18.1

This Section 19.18 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance, which may be provided through a program of self-insurance as provided in 19.18.4. Each Party shall require its subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required under Section 19.18. The Parties agree that companies affording the insurance coverage required under Section 19.18 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage. Each Party agrees to provide the other Party with at least thirty (30) Days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.18.2

If Carrier is not and does not collocate with SBC-13STATE during the Term, the following insurance requirements will apply:

19.18.2.1

Each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law, including: Workers' Compensation insurance with benefits afforded under the laws of the state in which the Services are to be performed and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; Commercial General liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are

required for lease agreements; if use of a motor vehicle is required, Automobile liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

19.18.3

If at any time during the Term Carrier decides to collocate with SBC-13STATE, the following insurance requirements will apply:

19.18.3.1

At all times during the Term, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law: Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations; Fire Legal Liability sub-limits of \$2,000,000; if use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

19.18.4

Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

19.18.4.1

The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

19.18.4.2

The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the

other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

19.18.4.3

The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it has a net worth of at least 10 times the amount of insurance required and maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

19.18.5

Each Party agrees to provide the other Party with at least thirty (30) Days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.18.6

This Section 19.18 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

19.19 In the event that Carrier makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/ACNA, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other Carrier identifier (collectively, a "Carrier Change"), Carrier shall submit written notice to SBC-13STATE within thirty (30) Days of the first action taken to implement such Carrier Change. A Carrier may make one (1) Carrier Change in any twelve (12) month period without charge by SBC-13STATE for updating its databases, systems, and records solely to reflect such Carrier Change. In the event of any other Carrier Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable SBC-13STATE databases, systems, and records to reflect the Carrier Change. Notwithstanding the above, for each Carrier Change the Carrier shall pay any applicable charges associated with recording and otherwise updating any Carrier branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to SBC-13STATE to make the Carrier Change.

19.20 Services

19.20.1 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers.

19.21 Notices

19.21.1 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; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S.

Postal Service; 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. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. 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, except that notices to a Party's twenty-four (24) hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

To SBC-13STATE:

Director-Contract Management
311 S. Akard
Four SBC Plaza, 9TH Floor
Dallas, TX 75202
Fax: 214-464-2006

To SPCS:

Law and External Affairs
Sprint PCS
6391 Sprint Parkway
MS: KSOPHT0101-Z2060
Overland Park, KS 66251

Copy to:

Manager-Carrier and Interconnection Management
Sprint PCS
6450 Sprint Parkway
MS: KSOPHN0212
Overland Park, KS 66251

24-Hour Network Management Contact:

SBC Pacific Bell: 1-800-922-7742
SBC-MIDWEST REGION 5-STATE: 1-800-621-5087
SNET: 1-800-422-8000
SWBT: 1-800-945-4333

SPCS: 888-859-1400

19.21.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.

19.21.3 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.

19.22 Accessible Letters.

19.22.1 SBC-13STATE will communicate official information to Carrier via SBC-13STATE's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify SBC-13STATE of all e-mail addresses to which Accessible Letter notification is to be sent.

19.23 Expenses

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

19.24 Headings

19.24.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

19.25 Governing Law

19.25.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern.

19.26 Multiple Counterparts

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

19.27 Complete Terms

19.27.1 This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties regarding the subject matter of this Agreement. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear

subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

19.28 Severability

19.28.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection and services as a total arrangement and it is intended to be nonseverable.

19.29 Scope of Obligations

19.29.1 Notwithstanding anything to the contrary contained herein, SBC-13STATE's obligations under this Agreement shall apply only to:

19.29.1.1 the specific operating area(s) or portion thereof in which SBC-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), the SBC-13STATE Territory and assets that SBC-13STATE owns or leases and which are used in connection with SBC-13STATE's provision to Carrier of any Interconnection products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein.

20. COMPLIANCE AND CERTIFICATION

20.1 Each Party warrants that it has obtained all necessary certifications and licenses prior to ordering any Interconnection, functions, Facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.

20.2 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other Telecommunications Carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

21. SUBCONTRACTING

21.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its

terms, including any obligations either Party performs through subcontractors.

21.2 Each Party will be solely responsible for payments due to that Party's subcontractors.

21.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.

21.4 No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of Interconnection, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

21.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

22. ENVIRONMENTAL CONTAMINATION

22.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

22.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, SBC-13STATE shall, at Carrier's request, indemnify, defend, and hold harmless Carrier, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by SBC-13STATE or any person acting on behalf of SBC-13STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by SBC-13STATE or any person acting on behalf of SBC-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which SBC-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by SBC-13STATE or any person acting on behalf of SBC-13STATE.

22.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Carrier shall, at SBC-13STATE's request, indemnify, defend, and hold harmless SBC-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including