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October 7, 2002

VIA HAND-DELIVERY

Mr. Dale Roberts  
Executive Secretary  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65101

**FILED<sup>3</sup>**  
**OCT 07 2002**  
**Missouri Public  
Service Commission**

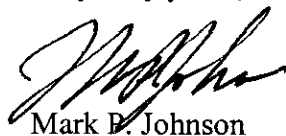
RE: In the Matter of the Petition of T-Mobile USA, Inc. for Arbitration of  
Interconnection Rates, Terms, Conditions and Related Arrangements  
with Spectra Communications Group

Dear Mr. Roberts:

Enclosed for filing with the Commission are the original and ten copies of the Petition of T-Mobile USA, Inc. for Arbitration of Interconnection Rates, Terms, Conditions, and Related Arrangements with Spectra Communications Group. Please return two "filed" stamped copies of the petition to me via our messenger.

Thank you for bringing this matter to the attention of the Commission. If you should have any questions, please do not hesitate to contact me.

Very truly yours,



Mark P. Johnson

MPJ/rgr  
Enclosures

FILED<sup>3</sup>

OCT 07 2002

Missouri Public  
Service Commission

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE PETITION OF )  
T-MOBILE USA, INC. FOR ARBITRATION )  
OF INTERCONNECTION RATES, TERMS, )  
CONDITIONS, AND RELATED ARRANGEMENTS )  
WITH SPECTRA COMMUNICATIONS GROUP )

Case No. \_\_\_\_\_

**PETITION OF T-MOBILE USA, INC.,**  
**FOR ARBITRATION OF INTERCONNECTION RATES, TERMS,**  
**CONDITIONS, AND RELATED ARRANGEMENTS WITH**  
**SPECTRA COMMUNICATIONS GROUP**

Comes now T-Mobile USA, Inc. ("T-Mobile"), by its undersigned counsel, and pursuant to Ch. 386.230, RSMo., and 47 U.S.C. § 252(b), petitions the Commission to resolve through arbitration certain issues now in dispute between T-Mobile and Spectra Communications Group, LLC ("Spectra"). In support of this Petition, T-Mobile states the following:

**I. INTRODUCTION**

T-Mobile hereby petitions the Missouri Public Service Commission ("Commission") for arbitration to establish an Interconnection Agreement between T-Mobile and Spectra Communications Group, LLC. ("Spectra") pursuant to Section 252(b) of the Communications Act of 1934, as amended (the "Act").<sup>1</sup> T-Mobile seeks the Interconnection Agreement to govern the rates, terms and conditions for interconnection and related arrangements between the parties. In support of this Petition,

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<sup>1</sup> 47 U.S.C. § 252(b) (*added by* Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996))(the "Act").

and in compliance with the requirements of Section 252, T-Mobile provides the following information and documentation.

## **II. IDENTITY OF THE PARTIES**

1. T-Mobile is a provider of wireless telecommunications services throughout the United States, including Missouri. T-Mobile is incorporated in Delaware, with its principal place of business in Bellevue, Washington. T-Mobile is licensed by the Federal Communications Commission to provide wireless telecommunications service in certain service areas in Missouri. Evidence of T-Mobile's fictitious name filing is attached hereto at Exhibit C.

2. Filings and correspondence to T-Mobile in this matter should be directed to:

Mark P. Johnson, Esq.  
Trina LeRiche, Esq.  
Sonnenschein Nath & Rosenthal  
4520 Main Street, Suite 1100  
Kansas City, Missouri 64111  
Telephone: (816) 460-2400  
Fax: (816) 531-7545  
Email: mjohnson@sonnenschein.com  
Email: tleriche@sonnenschein.com

Dan Menser, Esq.  
Senior Corporate Counsel  
T-Mobile USA, Inc.  
12980 SE 38<sup>th</sup> Street  
Bellevue, Washington 98006-7305  
Email: dan.menser@t-mobile.com

3. Spectra is an incumbent local exchange carrier ("ILEC") within the meaning of Section 251(h) of the Act, doing business in Missouri as a telecommunications public utility pursuant to the Missouri Public Utility Act. On information and belief, Spectra is a Delaware corporation, with its principal place of business in Missouri. Spectra provides local exchange, exchange access, intraLATA Toll, and other services in Missouri and is subject to the regulatory authority of this Commission.

4. Service upon Spectra may be directed to:

Guy Miller  
Director of Carrier Relations  
1000 Century Tel Drive  
Monroe, Louisiana 71203  
318/330-6148  
email: guy.miller@centurytel.com

### **III. HISTORY OF NEGOTIATIONS WITH SPECTRA**

5. On May 1, 2002, T-Mobile requested commencement of interconnection agreement negotiations with Spectra in Missouri. *See* email from Dan Menser to Gary Barker, attached Exhibit A. Spectra acknowledged receipt of T-Mobile's request on June 14, 2002. *See* email from Gary Barker to Dan Menser, attached Exhibit B. This Petition is filed with the Commission on October 7, 2002, between 135 and 160 days from the date on which T-Mobile first requested negotiations with Spectra.

6. The parties have negotiated and agreed upon many of the provisions of the Interconnection Agreement. However, at this time the discussions between T-Mobile and Spectra have stalled, largely because Spectra has changed its chief negotiator several

times. The deadline for filing a petition for arbitration is looming, forcing T-Mobile to file this petition while still hoping to complete negotiations with Spectra. At the time of this filing, a number of issues remain unresolved, including the treatment of calls from Spectra customers to T-Mobile customers, the requirement of a direct connection between the companies' networks, and reciprocal compensation. These issues and the parties' positions are outlined below.

#### **IV. JURISDICTION**

7. Under the Act, Spectra is a telecommunications carrier (Section 3(49)), a local exchange carrier ("LEC") (Section 3(44)), and an incumbent LEC ("ILEC") (Section 251(h)). Spectra is subject to this Commission's jurisdiction by virtue of the Act's imposition of certain duties and obligations on Spectra that this Commission must arbitrate in the event that T-Mobile and Spectra fail to reach agreement on the issues the Act addresses in Section 252(b).

8. Pursuant to Section 252(b) of the Act, T-Mobile may petition this Commission to arbitrate any unresolved issues during the period from the 135<sup>th</sup> to the 160<sup>th</sup> day after the date upon which Spectra received T-Mobile's request for negotiation. Based upon T-Mobile's request to commence interconnection agreement negotiations on May 1, 2002, the period between 135 and 160 days after Spectra's receipt of T-Mobile's request is from September 13, 2002, to October 8, 2002.

#### **V. INTRODUCTION TO T-MOBILE AND ITS SERVICES**

9. T-Mobile has been providing wireless telecommunications service in Missouri for several years, either through its own network or that of its predecessor,

Aerial Communications. T-Mobile has negotiated voluntary interconnection agreements with the major ILECs in Missouri, including Southwestern Bell Telephone Company and Sprint. T-Mobile provides wireless service to many thousands of customers throughout Missouri, and maintains major offices in the St. Louis and Kansas City metropolitan areas.

## **VI. ISSUES FOR ARBITRATION**

10. T-Mobile submits only three major issues for arbitration. In this Petition T-Mobile describes its own position with respect to those issues and the latest known position of Spectra (to the extent that T-Mobile knows or understands those positions). As required by the Act, T-Mobile also discusses miscellaneous outstanding issues and those issues that the parties have already resolved.

11. **Issue A - Treatment of T-Mobile's NXX codes as local.** In the course of the negotiations, the issue of Spectra's recognition of T-Mobile's NXX codes as local or interexchange has been a source of contention. The issue is whether calls originated by Spectra customers and terminated to T-Mobile wireless customers will be treated as local or interexchange calls. The resolution of this issue could have a profound impact on the incentive of Spectra customers to call customers of T-Mobile or any other wireless carrier.

12. **T-Mobile Position:** Calls from Spectra landline customers to T-Mobile customers whose NXX places their wireless handsets in the same Major Trading Area ("MTA") should be treated as local calls, as required by FCC rulings. Under controlling FCC orders, all calls originated and terminated between landline and wireless numbers

within the same MTA must be treated as local calls. Spectra followed that policy in that past, but in the spring of 2002 that policy was changed, so all calls from Spectra customers to T-Mobile customers are presently billed as long distance calls to the calling party, regardless of the T-Mobile customer's NXX.

13. **Spectra Position:** Although Spectra has not articulated a rationale for its position, its behavior clearly demonstrates that it intends to treat all Spectra to T-Mobile traffic as interexchange, regardless of the location or NXX of the origination or termination of that traffic.

14. **Issue B - Direct Connection between the Spectra and T-Mobile Networks.** To allow for exchange of traffic between the Spectra and T-Mobile networks, the networks must be connected in some fashion. The disagreement between Spectra and T-Mobile on this issue is whether that connection should be direct (i.e. a physical connection of the network facilities) or indirect (i.e. a virtual connection using the facilities of a third-party's network which is already connected to the Spectra and T-Mobile networks). Both Spectra and T-Mobile presently have direct connections to the Southwestern Bell access tandem in St. Joseph.

15. **T-Mobile Position:** The FCC has stated that direct connections between wireless and wireline networks are generally unnecessary and inefficient. The volume of traffic between the Spectra and T-Mobile networks will simply not support the expense of creating and maintaining a direct connection between the companies' networks. It is conceivable that a requirement for direct connection would include a need to directly connect in each Spectra exchange, clearly a wasteful effort. The existing connection at

the SWBT access tandem in St. Joseph would efficiently handle all reasonably anticipated traffic volumes between Spectra and T-Mobile, and would be much less expensive than the direct connections Spectra has demanded.

16. **Spectra Position:** The connection between wireless and wireline networks must be direct so that each party can accurately track traffic flow. Reciprocal compensation cannot be accurately calculated without a direct connection between the networks, so an agreement to provide reciprocal compensation is inappropriate in the absence of a direct connection.

17. **Issue C - Reciprocal Compensation.** Wireless and wireline carriers incur costs in completing calls to their customers originated on other carriers' networks, for which they should be appropriately compensated. The goal of carriers exchanging such traffic should be an accurate accounting of such compensatory payments, otherwise known as reciprocal compensation. At this time, Spectra does not provide any compensation to T-Mobile for the completion of calls from Spectra customers to T-Mobile customers.

18. **T-Mobile Position:** Reciprocal compensation is difficult to track. The best manner for carriers exchanging traffic to obtain compensation for their incurred costs is to bill their customers and keep the resulting revenues, or bill and keep. The cost of providing precise reciprocal compensation would be so high that it could be recovered through the payments.

19. **Spectra Position:** Bill and keep does not fully compensate wireline carriers for the costs they incur in completing wireless-originated traffic. Most of the



traffic exchange is wireless to wireline, so the wireline carrier incurs the bulk of the costs generated by traffic exchange. Full reciprocal compensation is necessary to fully compensate Spectra for the costs it incurs in completing T-Mobile originated traffic. The issue of reciprocal compensation is closely tied to direct connection between the networks, because only with a direct connection can the amount of compensation be accurately determined.

## **VII. RESOLVED ISSUES**

21. The attached draft interconnection agreement demonstrates that Spectra and T-Mobile have resolved many issues. Rather than list each resolved issue in the Petition, T-Mobile refers the Commission to that draft to determine the extent to which the parties have reached agreement.

## **VIII. RELIEF REQUESTED**

22. T-Mobile requests that the Commission arbitrate the unresolved interconnection issues between T-Mobile and Spectra. T-Mobile further requests that the Commission order Spectra to enter into an agreement with T-Mobile for interconnection consistent with its ruling.

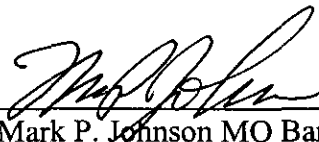
23. T-Mobile also requests the right to offer such other evidence in this proceeding as it deems necessary to support its positions. Given the ongoing nature of the T-Mobile and Spectra negotiations, T-Mobile also reserves the right to modify this Petition to add additional issues that may arise prior to the conclusion of this arbitration.

24. T-Mobile requests that the Commission establish a procedural schedule calling for the pre-filing of simultaneous direct and rebuttal testimony, a protective order,

examination by the parties and questioning by the Commission, and the simultaneous filing of post-hearing initial and reply briefs.

25. T-Mobile requests that the Commission assign an arbitrator(s) to this proceeding and that the parties meet with such arbitrator(s) at an early prehearing conference to establish a reasonable schedule for discovery and resolution of the issues set forth herein.

Respectfully submitted,

By:   
Mark P. Johnson MO Bar No. 30740  
Trina LeRiche MO Bar No. 46080  
4520 Main Street, Suite 1100  
Kansas City, MO 64111  
(816) 460-2400  
(816) 531-7545 FAX

Daniel Menser  
Senior Corporate Counsel  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, Washington 98006  
(425)378-4000  
(420)920-2638 FAX

ATTORNEYS FOR T-MOBILE  
USA, INC.

## VERIFICATION


STATE OF MISSOURI )  
 ) SS:  
COUNTY OF JACKSON )

COMES NOW Mark P. Johnson, being of lawful age and duly sworn, who swears and affirms as follows:

1. My name is Mark P. Johnson and I am the attorney for T-Mobile USA, Inc. In that capacity, I am authorized to verify this Petition of T-Mobile USA, Inc., For Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements With Spectra Communications Group.

2. The information contained in the Petition of T-Mobile USA, Inc., is true and correct to the best of my knowledge and belief.

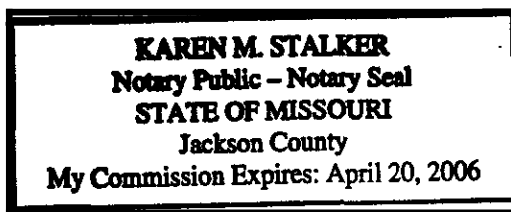
Further affiant sayeth not.

  
Mark P. Johnson

Sworn to and subscribed before me on this 7<sup>th</sup> day of October, 2002.

Karen K. Stalker  
Notary Public

My commission expires:



Message-ID:

<DBD0C58C0A86D41198D000508BCA280B0238773F@PCSPRODMS15.gsm1900.org>

From: "Menser, Dan" <Dan.Menser@T-Mobile.com>

To: "'gary.barker@centurytel.com'" <gary.barker@centurytel.com>

Cc: "Tedesco, Greg" <Greg.Tedesco@T-Mobile.com>, "Sykes, Chris" <Chris.Sykes@T-Mobile.com>

Subject: VoiceStream-Spectra interconnection agreement

Date: Wed, 1 May 2002 15:19:44 -0700

Return-Receipt-To: "Menser, Dan" <Dan.Menser@T-Mobile.com>

MIME-Version: 1.0

X-Mailer: Internet Mail Service (5.5.2653.19)

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\_=\_NextPart\_002\_01C26DA3.A54A4500"

Gary, the interconnection agreement draft we discussed 4/24 is attached. To date, we have not decided to initiate a reverse billing relationship.

I am, however, highly concerned about the numerous reports that your employees are telling VoiceStream subscribers that, to quote one: "I have been told by my local landline service Century Tel that Voice Stream has not signed an agreement with them" and that is why CenturyTel is rating VSTR NPA/NXXs as toll. It is not beneficial for either of us to spend time dealing with other causes of action when we should be focused on negotiating an interconnection agreement.

Dan Menser

Senior Corporate Counsel

VoiceStream Wireless Corporation

12920 SE 38th Street, Bellevue, WA 98006

425/378-4000 (office) ~ 425/378-4695 (direct)

425/444-1997 (mobile) ~ 425/920-2638 (fax)

<http://www.voicestream.com>

---

EXHIBIT A

**From:** Gary Barker [mailto:gary.barker@CenturyTel.com]  
**Sent:** Friday, June 14, 2002 11:33 AM  
**To:** Dan Menser (E-mail)  
**Subject:** VoiceStream Wireless " Spectra Missouri" 6-14-02

Dan,

Please find attached a list of Spectra's tandems and associated end offices. After talking with my folks, I determined we cannot accommodate inter-tandem transport for local traffic exchange. Therefore, VoiceStream will need to be connected to a common tandem for the end offices which VoiceStream seeks local traffic exchange.

Spectra confirmed no EAS exists with any tandem office, nor does any metro calling plan exist either. Your engineers may use the attached to determine your interconnection requirements. Let me know of any questions you may have. We conclude our interconnection discussion, then we'll turn back to the agreement edits.

Let me know of any questions you may have.

Thanks

Gary

Gary Barker  
Southern Region Manager-Carrier Relations  
CenturyTel  
100 CenturyTel Drive  
Monroe, LA 71203  
PH: 318 340-5927

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EXHIBIT B

**INTERCONNECTION AND  
RECIPROCAL COMPENSATION  
AGREEMENT**

By and Between

Spectra Communications Group, LLC ~~CenturyTel of Ohio, Inc.~~

And

**VOICESTREAM WIRELESS CORPORATION**

For the state of

~~Ohio~~ Missouri

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This Interconnection and Reciprocal Compensation Agreement ("Agreement"), is entered into by and between Spectra Communications Group, LLC CenturyTel of Ohio, Inc. ("CenturyTelSpectra") and VoiceStream Wireless Corporation ("VOICESTREAM"), (CenturyTelSpectra and VOICESTREAM collectively, "the Parties").

WHEREAS, VOICESTREAM is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service (as defined in Section 1.5, "CMRS") and provides such service to its end user customers, operating wireless affiliates shown in Appendix 2 ~~and switch share/managed markets~~; and

WHEREAS, CenturyTelSpectra is a certified provider of local exchange service; and

WHEREAS, VOICESTREAM terminates local telecommunications traffic that originates from CenturyTelSpectra's subscribers, and CenturyTelSpectra terminates local telecommunications traffic that originates from VOICESTREAM's subscribers; and

WHEREAS, VOICESTREAM provides a point of interconnection in the CenturyTelSpectra service areas, or interconnects with CenturyTelSpectra's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS.

- 1.1 "Act" means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996.
- 1.2 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.3 "Business Day" means any weekday other than a Saturday, Sunday or holiday on which the U.S. Mail is not delivered.
- 1.4 "Central Office" means a switching facility from which Telecommunications Services are provided, including, but not limited to:



- (a) An “End Office Switch” or “End Office” is used, among other things, to terminate telecommunications traffic to end user subscribers.
  - (b) A “Tandem Switch” or “Tandem Office” is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.
  - (c) A “Mobile Switch Center” or “MSC” is a switching facility that provides Tandem and/or End Office switching capability.
- 1.5 “CMRS” means Commercial Mobile Radio Service as defined in the Act and 47 C.F.R. § 20.3.
- 1.6 “Commission” refers to the state regulatory commission within a state.
- 1.7 “Common Channel Signaling” or “CCS” means a high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.8 “Interconnection,” as defined in 47 C.F.R. § 51.5, is the physical linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.
- 1.9 “Interconnection Facilities” - For ~~CenturyTelSpectra~~, those facilities between the ~~CenturyTelSpectra~~ Central Office switch and the POI. For VOICESTREAM, those facilities between the VOICESTREAM MSC and the POI.
- 1.10 “Local Exchange Carrier” or “LEC” is as defined in the act 47 U.S.C. § 153 (26).
- 1.11 “Local Exchange Routing Guide” or “LERG” means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 1.12 “Local Traffic” is that telecommunications traffic, which originates and terminates within the same major trading area (“MTA”), as defined in 47 C.F.R. §24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used. Local Traffic includes mandatory expanded local calling area plans such as Extended Area Service (“EAS”) and Extended Community Calling (“ECC”). Local Traffic excludes Information Service Providers (“ISP”) traffic (e.g., Internet, 900-976, etc.) and inter-MTA and paging traffic.
- 1.13 ~~“POI” means Point of Interconnection means the mutually agreed upon point of interconnection between CenturyTelSpectra and VOICESTREAM where the parties~~

~~establish interconnection and exchange traffic. The POI for direct interconnection to a CenturyTelSpectra Tandem or End Office shall be within CenturyTel's local exchange service area. for this Agreement shall be the SBC tandem at St. Joe, Missouri unless otherwise mutually agreed.~~ or "Point of Interconnection" means the mutually agreed upon point of interconnection between CenturyTel and VOICESTREAM WIRELESS where the parties establish interconnection and exchange traffic. ~~The POI for direct interconnection to a CenturyTel Tandem or End Office shall be within CenturyTel's local exchange area. [CenturyTel is not aware of a basis for obligations outside our exchange. If you have information for such a requirement, CenturyTel would be glad to review it.]~~

- 1.14 "PSTN" means the Public Switched Telephone Network.
- 1.15 "Tandem Switching" is when CenturyTelSpectra provides tandem switching at a CenturyTelSpectra Tandem Switch for traffic between VOICESTREAM and a CenturyTelSpectra End Office subtending the CenturyTelSpectra tandem.
- 1.16 "Telecommunication Services" shall have the meaning set forth in 47 USC §153(46).
- 1.17 "Transiting" is when CenturyTelSpectra provides tandem switching at a CenturyTelSpectra access Tandem Switch for traffic between VOICESTREAM and a non-CenturyTelSpectra End Office subtending the CenturyTelSpectra access tandem.
- 1.18 "Type 1 Wireless Interconnection" is a line side trunk provided by the LEC to the CMRS provider that utilizes NPA NXX's assigned to and resident in the LEC End Office. The LEC numbers may be assigned by the CMRS provider to their individual customers or the interconnection may be used only for auxiliary services for which the LEC must record and/or provide billing information, i.e., operator service, directory assistance, etc. The numbers assigned to the CMRS provider from the LEC office remain under the control of the LEC and any access between these numbers and PSTN must be made utilizing the LEC End Office to which the numbers are assigned.
- 1.19 "Type 2 Wireless Interconnection" is a trunk interconnecting the LEC Central Office with a CMRS provider's Mobile Switch Center. This type of connection may only be used for Local Traffic or terminating interMTA traffic.
- i) Type 2A: is trunk interconnection between a LEC Tandem and a CMRS provider Mobile Switch Center. Through this interface, VOICESTREAM can connect to Century Tel's End Offices.
  - ii) Type 2B: is a trunk interconnection between a LEC End Office and a CMRS provider Mobile Switch Center. This interconnection will only provide access to numbers residing in the LEC End Office to which the interconnection is made, including EAS and EDD served by the LEC End

Offices.

2. RURAL TELEPHONE COMPANY.

CenturyTelSpectra asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. CenturyTelSpectra further asserts that, pursuant to Section 251(f)(1) of the Act, CenturyTelSpectra is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyTelSpectra has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with VOICESTREAM. CenturyTelSpectra's execution of this Agreement does not in any way constitute a waiver or limitation of CenturyTelSpectra's rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, CenturyTelSpectra expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by VOICESTREAM or any other carrier.

3. TRAFFIC INTERCHANGED.

3.1 The traffic subject to this Agreement shall be that Local Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party. Such traffic includes that traffic which is delivered via a third party Tandem Switch. Terms and conditions for the interchange of traffic between the Parties via Type 1 Wireless Interconnection are governed by CenturyTelSpectra's applicable local tariff.

3.2 Tandem Switched Services

CenturyTelSpectra may provide to VOICESTREAM Tandem Switching to another CenturyTelSpectra End Office or a non-CenturyTelSpectra End Office that subtends the CenturyTelSpectra access tandem.

~~3.3 Local Calling Area. Spectra agrees that VoiceStream's NPA-NXX codes within the MTA will be local calls for Spectra's subscribers. [Can VoiceStream provide a basis for this change?][see attachment]:~~

~~L-M calls from spectra customers via st. joe to voicestream will be rated local for spectra customers (no LD/toll) and voicestream will pay transport from spectra's aurora tandem to st. joe~~

~~M-L calls from voicestream via st. joe to aurora tandem will be rated local for voicestream customers and spectra will pay transport from st. joe to voicestream's MSC.]~~

~~3.3 Local Calling Area. Spectra agrees that VoiceStream may connect to one or several Spectra tandems. Spectra agrees that VoiceStream's NPA-NXX codes will be local calls for Spectra's subscribers for End offices subtending the tandem for which VoiceStream connects.~~

4. FACILITIES.

Each Party shall construct, equip, maintain and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

When ordered by VOICESTREAM, CenturyTelSpectra shall provide interconnection circuits of a quality comparable to that provided to any other interconnected Local Exchange Carrier or to private branch exchanges between the CenturyTelSpectra switching center and the POI located in CenturyTelSpectra's local exchange serving area. CenturyTelSpectra and VOICESTREAM will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

CenturyTelSpectra shall provide dedicated private line circuits between VOICESTREAM's Mobile Switching Center, remote cell sites and control points, when ordered by VOICESTREAM. When ordering these circuits, VOICESTREAM shall specify the originating and terminating points for such circuit, the bandwidth required, the transmission parameters and such other information as CenturyTelSpectra may reasonably require in order to provide the circuits. CenturyTelSpectra and VOICESTREAM will jointly determine the design and routing of these circuits, taking into account standard CenturyTelSpectra and VOICESTREAM traffic engineering methods, the availability of facilities and equipment and CenturyTelSpectra's traffic routing plans.

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

The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

## 5. RATES AND CHARGES.

5.1 The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement. The Parties acknowledge this Agreement cannot be implemented until it is duly approved by the Commission.

### Facilities

### Rates

- |                               |  |
|-------------------------------|--|
| 1. Interconnection Facilities | The rates for these facilities, if provided by <u>CenturyTelSpectra</u> , are specified in <u>CenturyTelSpectra</u> 's applicable interstate special |
|-------------------------------|--|

access tariff.

2. Local Network Usage      The Parties agree to compensate each other for terminating traffic that originates on the other Party's network. The reciprocal Local Network Usage rate is identified in Section 3 of Attachment I.

3. Tandem Switching      For VOICESTREAM Local Traffic that is transported to a CenturyTelSpectra End Office via a CenturyTelSpectra Tandem Switch, VOICESTREAM will compensate CenturyTelSpectra for the tandem switched traffic between VOICESTREAM and the CenturyTelSpectra End Office Company at rates defined in Section 3 of Attachment I.

4. Transiting      For VOICESTREAM's Local Traffic that is transported to non-CenturyTel End Offices via a CenturyTel Tandem Switch, VOICESTREAM will compensate CenturyTel for the tandem switched traffic between VOICESTREAM and the non-CenturyTel end office company at rates defined in Section 3 of Attachment I. By transporting traffic to non-CenturyTel End Offices via a CenturyTel Tandem Switch, CenturyTel shall not be liable for compensation to the non-CenturyTel End Office Company.

5.2      The charges for Interconnection Facilities shall be determined by CenturyTelSpectra's applicable tariff for such facilities. Where Interconnection Facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such Interconnection Facilities that originates on CenturyTelSpectra's network and terminates on VOICESTREAM's network. This percentage is referred to as the Land to Mobile Traffic Factor on Attachment I. This percentage is also referred to, from time to time, in this Agreement, as the Traffic Factor or Traffic Usage Factor. The Parties agree that, at either Party's request, they will review the initial percentages based on actual usage after the initial six (6) months and after each six month period thereafter and will revise the percentage at that time based on actual traffic patterns during the preceeding six (6) months. Any change to the Land to Mobile Traffic Factor will be effective at the beginning of the then current six-month period.

5.3      Each Party shall compensate the other for transport and termination of Local Traffic at the reciprocal local network usage rates set forth in Section 3.1(A) of Attachment I. Traffic that originates on either Party's network and terminates on the other Parties' network, via a third party Tandem Switch ~~irrespective of routing via a third~~

~~party Tandem Switch, [this edit was not included in the recent Ohio agreement. Please provide explanation and diagram of the alternatives you reference.] [ok Gary has further edits re: indirect]~~ will be charged at the Local Network usage rates set forth in Section 31(A) of Attachment I.

- 5.4 The Parties will exchange billing information on a monthly basis. ~~CenturyTelSpectra~~ will prepare its bill in accordance with its existing CABS billing systems. VOICESTREAM 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. In the event that neither Party is capable of measuring, or has access to a measurement of traffic originating on ~~CenturyTelSpectra's~~ network, the charge to VOICESTREAM for Local Network Usage and Interconnection Facilities shall be based upon a mutually agreed upon assumed Traffic Usage Factor. The initial Traffic Factors are set forth in Section 3(A) of Attachment I.

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

## 6. BILLING AND PAYMENT OF CHARGES.

Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and Local Network Usage will be billed in arrears. All bills will be due thirty (30) days from the billing date and will be considered past due forty-five (45) calendar days after the bill date. The Parties agree that they will each make a good faith effort to resolve any billing dispute.

If any undisputed amount due on the billing is not received by the billing Party by the payment due date, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½ %) per month or the maximum non usurious rate of interest under applicable law. Late payment charges shall be included on the next invoice. The late payment charge is conditioned upon the billing Party delivering an invoice to the billed Party within eight (8) calendar days of the billing date.

If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within forty-five (45) days of its receipt of the invoice containing such disputed amount give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. Within fifteen (15) days of final determination of the dispute, the balance of the justified Disputed Amount shall thereafter be paid with interest from the date such amount was due when originally invoiced through the payment

date at a rate equal to the lesser of one and one-half percent (1½ %) per month or the maximum rate allowable by law.

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

Backbilling or revised billing for all services provided pursuant to this Agreement may be billed for up to twelve (12) months after the date the service was furnished, provided that notification of a billing problem with respect to such service is provided. Neither Party will bill the other Party for previously unbilled charges that are more than one-year prior to the current billing date.

7. NON-LOCAL TELECOMMUNICATIONS TRAFFIC.

The Parties contemplate that they may exchange non-local telecommunications traffic over the Interconnection Facilities provided for under this Agreement. The originating Party will report to the terminating Party that traffic, if any, which is non-local in nature. Compensation for non-local traffic shall be subject to the appropriate interstate access rates.

When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. Each party will bill its own access services rates to the IXC pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994. The Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of either Party's network in an VOICESTREAM/~~CenturyTel~~Spectra Meet-Point Billing ("MPB") arrangement in order to comply with the MPB notification process as outlined in the MECAB document.

8. CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS.

Credit allowance for interruption of services provided under this Agreement shall be governed by terms and conditions set forth in ~~CenturyTel~~Spectra's intrastate access tariffs.

9. SERVICE ORDERS.

VOICESTREAM shall order Interconnection Facilities on a per circuit basis and shall specify at the time the circuit is ordered the date on which VOICESTREAM desires that the

service be provided. CenturyTelSpectra will process such orders in accordance with its normal procedures for the installation of comparable circuits and will advise VOICESTREAM whether or not it can meet the service date requested by VOICESTREAM and, if not, the date by which service will be provided. If VOICESTREAM wishes that the service be provided at an earlier date, CenturyTelSpectra will make reasonable efforts to meet VOICESTREAM's request on the condition that VOICESTREAM agrees to reimburse CenturyTelSpectra for all additional costs and expenses, including but not limited to overtime charges, associated with providing service at the earlier date.

10. IMPAIRMENT OF SERVICE.

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

11. RESOLUTION.

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

12. TROUBLE REPORTING.

In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone and facsimile numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other



Party shall use its best efforts to expedite the clearance of trouble.

13. TERM AND TERMINATION.

13.1 This Agreement shall be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order. This Agreement shall have an initial term of one year, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, until replaced by another agreement or terminated by either Party upon 90 days' written notice to the other.

Notwithstanding a notice of termination, this Agreement shall remain in effect until replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law within 365 calendar days from the date that the notice of termination was received. This Agreement shall terminate on the 366<sup>th</sup> day after the date that the notice of termination was received if the Agreement has not been superseded by another agreement.

If this Agreement is terminated without a successor agreement, each Party agrees to disconnect from each other's network.

This Section 13.1 is subject to Sections 13.2 and 13.3.

13.2 Notwithstanding 13.1, this Agreement shall be terminated in the event that:

- a) the FCC revokes, cancels, does not renew or otherwise terminates VOICESTREAM's authorization to provide CMRS in the area served by CenturyTelSpectra, or the Commission revokes, cancels, or otherwise terminates CenturyTelSpectra's certification to provide local service;
- b) either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within 60 days of such commencement.

13.3 Notwithstanding Section 13.1, either Party shall have the right to terminate this Agreement upon written notice to the other Party in the event:

- a) a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than 90 days, and the Party does not pay such sums within ten business days of the other Party's demand for payment;
- b) a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty days after the other Party notifies the

breaching Party in writing of such breach, including a reasonably detailed statement of the nature of the breach.

13.4 If required by the Commission, no actual service disconnection shall occur without prior approval by the Commission.

14. LIABILITY UPON TERMINATION.

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

15. AMENDMENTS.

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

16. ASSIGNMENT.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

17. AUTHORITY.

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

18. BINDING EFFECT.

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

19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

20. ENTIRE AGREEMENT.

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

21. EXPENSES.

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

22. FORCE MAJEURE.

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

23. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of ~~Ohio~~ Missouri as well as the Telecommunications Act of 1996 and other federal laws, and shall be subject to exclusive jurisdiction of the courts and/or regulatory commission of such state, except to the extent that the Telecommunications Act of 1996 and other federal laws provide for federal jurisdiction.

24. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

## 25. LIABILITY AND INDEMNITY.

### 25.1 Indemnification.

Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

### 25.2 End User and Content-Related Claims.

Each Party agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the indemnifying Party's end users against an Indemnified Party arising from provision of the services or facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the indemnifying Party or the indemnifying Party's end users, or any other act or omission of the indemnifying Party or the indemnifying Party's end users.

### 25.3 Disclaimer.

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

### 25.4 Limitation of Liability.

Each Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total each Party's monthly charge to the other Party. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or provision of services hereunder.

## 26. DISPUTE RESOLUTION.

### 26.1 Alternative to Litigation.

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

### 26.2 Negotiations.

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

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

#### 26.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in Saint Joseph St. Louis, Missouri ~~Columbus, Ohio~~ or in a mutually agreeable alternative city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator will have no authority to award punitive damages. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 26.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 26.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Should such a service-affecting dispute be submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedure rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 56).

#### 26.5 Costs.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

#### 26.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

## 27. CONFIDENTIAL INFORMATION.

### 27.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure. The following information shall be deemed Confidential Information, whether or not marked as such: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC.

### 27.2 Handling.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the Party from whom or from whose representative(s), the Confidential Information is obtained ("Source");
- (b) To limit access to such Confidential Information to (1) authorized employees; (2) counsel; (3) auditors; and (4) such other persons that the other Party consents to in writing, provided, however, that such consent shall not be unreasonably withheld. All such employees, counsel, auditors, and other persons shall have a need to know the Confidential Information for performance of this Agreement, for negotiation of the interconnection agreement or for arbitration or other proceedings arising from or related to the negotiation of the interconnection agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to

others without the prior written approval of the Source;

- (e) To return promptly any copies of such Confidential Information to the Source at the conclusion of the negotiations of the interconnection agreement or of the arbitration or other proceedings arising from or related to the negotiation of the interconnection agreement; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder, for negotiating the interconnection agreement, or for conducting the arbitration or other proceedings arising from or related to the negotiation of the interconnection agreement, and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

#### 27.3 Exceptions.

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

#### 27.4 Survival.

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

### 28. NOTICES.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next business day following the date of transmission. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:



If to CenturyTelSpectra:

CenturyTelSpectra  
Attention: Carrier Relations Southern Region  
100 CenturyTel Drive  
Monroe, LA 71203  
Telephone: 318 388-9000  
Facsimile: 318 388-9072  
Email: gary.barker@centurytel.com

With a copy to:

CenturyTelSpectra  
Attn: Carrier Relations – Corporate Manager  
100 CenturyTel Drive  
Monroe, LA 71203  
Telephone: 318 388-9000  
Facsimile: 318 388-9072

If to VOICESTREAM:

VoiceStream Wireless Corporation  
Attention: David A. Miller, Vice President of Legal Affairs  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Facsimile: 425-920-2638

With a copy to:

VoiceStream Wireless Corporation  
Attn: Ms. Chris Sykes, Telco Services Manager  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Facsimile: 425-653-4810

29. REGULATORY AGENCY CONTROL.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. CenturyTelSpectra and VOICESTREAM further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Notwithstanding anything herein to the contrary, if, as a result of any effective decision, order or determination of any judicial, legislative or regulatory authority with jurisdiction over the subject matter thereof, it is determined that CenturyTelSpectra is not required to furnish any service, facility, or arrangement, or to provide any benefit required to be furnished or provided to VOICESTREAM hereunder, then CenturyTelSpectra may discontinue or alter the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing 30 days' prior written notice to VOICESTREAM, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable tariff or applicable law) for termination of such service, in which event such specified period and/or conditions shall apply.

In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the regulatory agency, legislative body, or court upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at a written agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

30.

#### SEVERABILITY.

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

**SIGNATURE PAGE**

IN WITNESS WHEREOF, each Party hereto has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

VoiceStream Wireless Corporation  
LLCCenturyTel of Ohio, Inc.

Spectra Communications Group,

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1 Rates

1. Interconnection Facilities Appropriate tariff.

2. Traffic Factor  
Land-to-Mobile 2530%  
Mobile-to-Land 7570%

3. Local Network Usage

### Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network.

Rate per terminated MOU \$0.018 per minute of use \*

### Local Tandem Switching \*

Tandem switching .008562 per minute of use  
Local transport  
Termination .000455 \$ 0.0012910 -per minute of use  
Facility .000125 \$ 0.0002620 -per minute per mile  
Mileage  
Lorain to Avon Lake 8.05 miles  
Lorain to Vermillion 10.51 miles

~~\* Option only applies when VOICESTREAM originated traffic is Tandem switched through the Lorain end office to either Avon Lake's or Vermillion's end office.~~

~~Transiting Local [same comment as Section 5 subpara. 4. Transiting above]~~

CenturyTel may provide transiting of local traffic which is tandem switched and transported by CenturyTel on behalf of VOICESTREAM to a non-CenturyTel end office that subtends the CenturyTel tandem switch at the following rates above(?):

Tandem Switching \$0.008562 per minute of use  
Tandem Transport Appropriate Interstate Tariff  
Tandem Transport Facility Mileage Appropriate Interstate Tariff

4. Interconnection Arrangement:

OCN POI

VOICESTREAM WIRELESS CORPORATION

(VoiceStream Central Communications, Inc. fka Aerial Communications, Inc.)

65296701

LORNOHXADS0KSCZMOVR2MD and



Attachment 2 – Affiliate list

VoiceStream Kansas City, Inc.  
VoiceStream PCS II Corporation

[note these are 100% VSTR subs: for this agreement we probably don't need to do this]