

**Type 2 Wireless Interconnection Agreement**

**Between**

**Qwest Corporation f/k/a U S WEST Communications, Inc.**

**And**

**Sprint Spectrum L.P.**

**For the State of Washington**

**Agreement Number  
CDS-020326-0056**

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## PART A - GENERAL TERMS

This Type 2, two-way Wireless Interconnection Agreement is between Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for Wireless Co, L.P., a Delaware limited partnership, jointly d/b/a Sprint PCS, and Qwest Corporation f/k/a US WEST Communications, Inc. ("Qwest"), a Colorado corporation. Sprint PCS is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Services provided by Qwest to Sprint PCS under this Agreement are provided pursuant to Sprint PCS's role as a CMRS provider of two-way traffic.

### (A)1. SCOPE OF AGREEMENT

- (A)1.1 Pursuant to this negotiated Type 2 Wireless Interconnection Agreement ("Agreement"), Sprint PCS, a CMRS provider, and Qwest (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local Telecommunications Services at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Washington for purposes of offering Wireless to Wireline or Wireline to Wireless services. This Agreement includes terms, conditions, and prices for Wireless network Interconnection, access to Unbundled Network Elements, (UNEs), and ancillary network services. It will be submitted to the Washington Utilities and Transportation Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement or the right to commence interconnection negotiations under terms different from those contained in this Agreement in anticipation of the expiration of this Agreement.
- (A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by Qwest. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Although that opinion is legally-binding, many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop either Party from taking any position in any forum concerning the proper interpretation or effect of the Existing

Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(l) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall apply to the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

- (A)1.3 This Agreement sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 Interconnection and reciprocal compensation for the exchange of traffic between Qwest and Sprint PCS for purposes of offering Telecommunications Services. This Agreement also sets forth the terms, conditions and prices under which Qwest would agree to provide certain ancillary functions and additional features to Sprint PCS, when applicable, all for the sole purpose of providing Telecommunications Services.
- (A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- (A)1.5 Qwest may make services, functionalities and features available to Sprint PCS under this Agreement consistent with the way they are available to other Wireless Service Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.
- (A)1.6 This Agreement is structured in the following format:
- Part A - General Terms
  - Part B - Reciprocal Traffic Exchange
  - Part C - Collocation
  - Part D - Unbundled Network Elements
  - Part E - Ancillary Services
  - Part F - Miscellaneous Provisions
  - Part G - Rates
  - Part H - Signature

- (A)1.7 Prior to placing the first order the Parties will jointly complete Qwest's "WSP Questionnaire". This questionnaire will then be used to:
- Determine geographical requirements
  - Identify Sprint PCS Ids
  - Determine Qwest system requirements to support Sprint PCS specific activity
  - Collect credit information
  - Obtain billing information
  - Create summary bills
  - Establish input and output requirements
  - Create and distribute Qwest and Sprint PCS contact lists
  - Identify client hours and holidays

## **(A)2. DEFINITIONS**

- (A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for Telecommunications Carriers to request Interconnection, Access, and Private Line Services from Qwest. The ASR may be used in conjunction with a mechanized interface to order Wireless Type 2 Interconnection between Sprint PCS and Qwest.
- (A)2.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic, whether circuit or packet switched.
- (A)2.3 "Access Tandem" means a Qwest switching system that provides a concentration and distribution function for originating and terminating traffic between end offices and an IXC's location. In short, a type of Central Office Switch specifically designed to provide equal access for all IXCs in that area. The Access Tandem provides the IXC with access to more than one End Office Switch within the LATA. More than one Access Tandem may be needed to provide access to all end offices within a LATA.
- (A)2.4 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- (A)2.5 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- (A)2.6 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations

on the public switched telecommunications network, or with a customer on another telecommunications provider's network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

- (A)2.7 "Bona Fide Request" or "BFR" means a request for an interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.8 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.9 "Call Termination" - see "Termination."
- (A)2.10 "Call Transport" - see "Transport."
- (A)2.11 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Telcordia Technical Pub. 77342.
- (A)2.12 "Carrier" - see "Telecommunications Carrier."
- (A)2.13 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
  - (A)2.13.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks and
  - (A)2.13.2 "Tandem Office Switch(es)" Sprint PCS switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any switch on a prospective basis. Qwest "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for intra MTA traffic that is intended for end offices subtending Qwest tandem office switches. Sprint



PCS may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

- (A)2.14 "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of Sprint PCS's transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four (4) Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.15 "Commercial Mobile Radio Service" or "CMRS" is a mobile service that is: (a)(1) provided for profit, i.e., with the intent of receiving compensation or monetary gain; (2) An interconnected service; and (3) Available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public, or (b) The functional equivalent of such a mobile service described in paragraph (a) of this section. (47 CFR §20.3).
- (A)2.16 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.
- (A)2.17 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7 ("SS7"). For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.18 "Conversation Time" shall have the meaning set forth in §(B)2.2.7 of this Agreement.
- (A)2.19 "Co-Provider" means an entity authorized by the Commission to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- (A)2.20 "Customer" means a third-party that subscribes to Telecommunications Services provided by either of the Parties. For purposes of this Agreement, unless the context of this Agreement otherwise requires the terms, "end user", "Customer", and "subscriber" shall be interchangeable.
- (A)2.21 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- (A)2.21.1 "Digital Signal Level 0" or "DS0" is the 64 KBPS worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

- (A)2.21.2 "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- (A)2.21.3 "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third-level of multiplexing.
- (A)2.22 "EAS/Local" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest's Local and/or General Exchange Service tariff.
- (A)2.23 Entrance Facility or "EF" means the dedicated facility between Sprint PCS's switch or POI and the Qwest Serving Wire Center.
- (A)2.24 "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.
- (A)2.25 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.
- (A)2.26 "Interconnect & Resale Resource Guide" is a Qwest document that includes the Service Interval Guide (SIG). The SIG contains the Qwest intervals for Wireless services available under this Agreement. It is available on Qwest's Web Site.
- (A)2.27 "Interconnection" is the linking of two networks for the mutual exchange of traffic. This term does not include the transport or termination of traffic. (47 C.F.R § 51.5).
- (A)2.28 "Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.
- (A)2.29 "Interexchange Carrier" or "IXC" means a carrier that provides InterLATA or IntraLATA Toll services.
- (A)2.30 "InterLATA" describes telecommunications functions originating in one LATA and terminating in another.
- (A)2.31 "InterMTA Traffic" is Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within two different MTAs. For purposes of determining

whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, 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.

- (A)2.32 “IntraLATA” describes telecommunications functions originating and terminating in the same LATA.
- (A)2.33 “IntraLATA Toll” (Exchange Access) is defined in accordance with Qwest’s current intraLATA toll serving areas as they apply to Qwest and other LEC subscribers, as determined by the state Commission.
- (A)2.34 “IntraMTA Traffic” is Telecommunications Traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.
- (A)2.35 “Jointly Provided Switched Access” refers to the provisioning, operation and billing of Switched Access to the IXC when two or more Carriers are involved in transmitting a call to or from an IXC, which is the toll provider for the call (i.e., the IXC either bills the end user or has a reverse billing arrangement with another party to compensate it for the end user’s toll charges). Standard industry guidelines, MECAB and MECOD, shall be followed in relation to this traffic.
- (A)2.36 “Local Exchange Routing Guide” or “LERG” is the publication which contains routing and rate center information for NXX codes.
- (A)2.37 “Local Access and Transport Area” or “LATA” denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
- (A)2.38 “Local Exchange Carrier” is an entity that provides Local Exchange Service. Such term does not include an entity insofar as such entity is engaged in the provision of a Commercial Mobile Radio Service, except to the extent that the FCC finds that such service should be included in the definition of such term.
- (A)2.39 “Local Exchange Service” is the provision of access lines and the associated transmission of switched voice communication within a local exchange calling area as defined by the Commission.
- (A)2.40 “Local Tandem” is a Qwest switching system that switches calls to and from end offices within the state Commission defined Wireline EAS/Local calling area for call completion.
- (A)2.41 “Major Trading Area (MTA)” is a geographic area established in Rand McNally’s Commercial Atlas and Marketing Guide and used by the FCC

in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

- (A)2.42 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service provided by two (2) or more Co-Providers and/or WSPs, or by one (1) Co-Provider or one (1) WSP in two (2) or more states within a single LATA.
- (A)2.43 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two (2) or more Carriers. It is published by Telcordia as Special Report SR-BDS-000983.
- (A)2.44 "Mid-Span Meet" is a physical meet point between two (2) networks, designated by two (2) Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.45 "Mobile Switching Center" or "MSC" is a wireless switching facility which performs the switching for the routing of calls among its wireless subscribers and subscribers in other wireless or landline networks. In addition it contains recording and billing functionality.
- (A)2.46 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.
- (A)2.47 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division multiplexing.
- (A)2.48 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

- (A)2.49 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- (A)2.50 "Party" means either Qwest or Sprint PCS and "Parties" means Qwest and Sprint PCS.
- (A)2.51 "Point of Interconnection" or "POI", means that point of demarcation where the exchange of local telecommunications traffic between two carriers takes place.
- (A)2.52 Qwest's Web Site is <http://www.qwest.com/wholesale/pcat/wireless>.
- (A)2.53 "Section 251(b)(5)" Traffic or "§251(b)(5) Traffic" is that traffic for which the parties are obligated to establish reciprocal compensation arrangements under the Telecommunications Act pursuant to U.S.C. Section 251(b)(5).
- (A)2.54 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- (A)2.55 "Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSPs and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.
- (A)2.56 "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as Foreign Exchange (FX) or Foreign Central Office (FCO) service, be provided to Sprint PCS.
- (A)2.57 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.58 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- (A)2.59 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the

origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services..

- (A)2.60 "Tariff" refers to documents filed by Qwest at the State PUC or FCC that details services, equipment and pricing offered by Qwest to all potential customers.
- (A)2.61 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- (A)2.62 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (A)2.63 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.
- (A)2.64 "Termination" means the switching of local telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. (47 C.F.R. § 51.701(d)).
- (A)2.65 "Toll/Access Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest toll traffic. This toll traffic includes all IntraLATA toll and land-to-mobile InterLATA toll.
- (A)2.66 "Transit Traffic" is traffic that originates from one Carrier's network, 'transits' another Carrier's network substantially unchanged, and terminates to yet another Carrier's network. For the purpose of this Agreement, transit excludes traffic scenarios where an IXC is the toll provider for the call. Those scenarios are covered under Jointly Provided Switched Access.

- (A)2.67 "Transport" means the transmission and any necessary tandem switching of local telecommunications traffic subject to section 251(b)(5) of the Act from the interconnection point between the 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. (47 C.F.R. § 51.701(c)).
- (A)2.68 "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function.
- (A)2.69 Trunk Group Servicing Request ("TGSR") is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.
- (A)2.70 "Trunk Utilization" means the utilization of trunk facilities as a percent busy.
- (A)2.71 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- (A)2.72 "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
- (A)2.73 "Wireless Carrier Resource Guide" is a Qwest document that provides essential information needed for Sprint PCS to request services available under this Agreement. It is available on Qwest's Web Site.
- (A)2.74 "Wireless Service Provider" or "WSP" means a CMRS provider of local service.
- (A)2.75 "Wireline" are telecommunications services provided by Qwest or other non-CMRS Telecommunications Carriers.

Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, the Parties do not necessarily intend to adopt the definition as set forth in said regulations.

### **(A)3. TERMS AND CONDITIONS**

#### **(A)3.1 General Provisions**

- (A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.
- (A)3.1.2 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.
- (A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.
- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- (A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- (A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

### **(A)3.2 Term of Agreement**

(A)3.2.1 This Agreement shall become effective upon the latest date of signature subject to Commission approval, pursuant to Sections 251 and 252 of the Act, and shall have an initial term of one year and shall be binding upon the Parties during that term.

(A)3.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under



Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

### **(A)3.3 Payment**

(A)3.3.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice. If payments are not received within 30 calendar days the late payment charge will apply. Billing and collection of usage charges by either Party from its end users shall have no bearing on the amount or timeliness of the billed Party's payment obligation to the billing Party.

(A)3.3.2 Should Sprint PCS or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the disputing Party will notify the other Party in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, Sprint PCS and Qwest shall pay all undisputed amounts due. Both Sprint PCS and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. If the Parties initial billing representatives cannot resolve a billing dispute, the billing dispute will be resolved through the Dispute Resolution provisions of this Agreement.

(A)3.3.2.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

(A)3.3.2.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount

and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

- (A)3.3.3 Each Party will determine the other Party's credit status based on previous payment history with that other Party or credit reports such as Dun and Bradstreet. If either Party has not established satisfactory credit with the other Party or is repeatedly delinquent in making its payments, the billing Party may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to the billing Party or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.
- (A)3.3.4 Interest will be paid on cash deposits at the rate applying to deposits under applicable State Access tariff. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with the billing Party which will generally be one (1) full year of timely payments in full by the billed Party. The fact that a deposit has been made does not relieve the billed Party from any requirements of this Agreement.
- (A)3.3.5 Either Party may review the other Party's credit standing and modify the amount of deposit required.
- (A)3.3.6 The late payment charge for amounts that are billed under this Agreement shall be in accordance with State Access tariff.

#### **(A)3.4 Taxes**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for

resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as resale tax exemption certificate is provided, no exemptions will be applied.

### **(A)3.5 Insurance**

Sprint PCS shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

- (A)3.5.1 Workers' Compensation with statutory limits as required in the state of operation; and Employers' Liability insurance with limits of not less than \$100,000 each accident.
- (A)3.5.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by Sprint PCS hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.
- (A)3.5.3 Comprehensive automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (A)3.5.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.
- (A)3.5.5 "All Risk" Property coverage on a full replacement cost basis insuring all of Sprint PCS personal property situated on or within the premises. Sprint PCS may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.

- (A)3.5.6 Sprint PCS and Qwest each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives or the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.
- (A)3.5.7 Upon the execution hereof, Sprint PCS shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall; (1) name Qwest as an additional insured under commercial general liability coverage as respects Qwest's interests; (2) provide Qwest thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by Qwest; and (4) policy(s) provide severability of interest/cross liability coverage.

Notwithstanding the provision set forth above, insurance requirements for telecommunications carriers with annual revenues in excess of one billion dollars will be handled on an individual case basis.

### **(A)3.6 Force Majeure**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence 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, 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 (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to

provide service to each other at a level equivalent to the level they provide themselves.

**(A)3.7 Limitation of Liability**

- (A)3.7.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
- (A)3.7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
- (A)3.7.3 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.
- (A)3.7.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.
- (A)3.7.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.
- (A)3.7.6 Neither Party shall be liable to the other under any theory including indemnity on account of such Party's failure or neglect to have or maintain a system or systems that are Year 2000 compliant. As the Parties approach the Year 2000, date information associated with any interfaces between the Parties is expected to remain as it is. Any changes in the interface format associated with date information will be negotiated and agreed to by the Parties prior to any changes.

**(A)3.8 Indemnity**

- (A)3.8.1 With respect to third party claims, the Parties agree to indemnify each other as follows:
  - (A)3.8.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the

other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' 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 loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

(A)3.8.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.8.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

(A)3.8.2 The indemnification provided herein shall be conditioned upon:

(A)3.8.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. 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.

(A)3.8.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.8.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

### **(A)3.9 Intellectual Property**

(A)3.9.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

(A)3.9.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

(A)3.9.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a

license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

- (A)3.9.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.
- (A)3.9.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other or its affiliates, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services, or 4) with respect to its advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.
- (A)3.9.6 Sprint PCS acknowledges the value of the mark "Qwest" (the "Mark") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International Qwest, Inc. (the "Owner"). Sprint PCS recognizes that nothing contained in this Agreement is intended as an assignment or grant to Sprint PCS of any right, title or interest in or to the Mark and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Mark and is not assignable. Sprint PCS will do nothing inconsistent with the Owner's ownership of the Mark, and all rights, if any, that may be acquired by use of the Mark shall inure to the benefit of the Owner. Sprint PCS will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Mark or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Mark.



(A)3.9.7. Qwest acknowledges the value of the marks “Sprint” and “Sprint PCS” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Sprint and Sprint PCS respectively (the “Owners”). Qwest recognizes that nothing contained in this Agreement is intended as an assignment or grant to Qwest of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Qwest will do nothing inconsistent with the Owner’s ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Qwest will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

#### **(A)3.10 Warranties**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **(A)3.11 Assignment**

(A)3.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if Sprint PCS’s assignee or transferee has a wireless Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee’s or transferee’s wireless interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties’ respective successors and assigns.

(A)3.11.2 If any entity, other than Sprint PCS, involved in a merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of Sprint PCS has a wireless interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the wireless interconnection agreement of the other entity, will remain valid. All other wireless interconnection agreements will be terminated. The Parties agree to work together to determine which wireless interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

**(A)3.12 Default**

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

**(A)3.13 Disclaimer of Agency**

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.

**(A)3.14 Intentionally left blank for numbering consistency.**

**(A)3.15 Nondisclosure**

(A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at

the time of delivery as “Confidential” or “Proprietary”, or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be “Confidential” or “Proprietary” (collectively referred to as “Proprietary Information”), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

- (A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one (1) copy for archival purposes.
- (A)3.15.3 Each Party shall keep all of the other Party’s Proprietary Information confidential and shall use the other Party’s Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party’s Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- (A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
  - (A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
  - (A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
  - (A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
  - (A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

(A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or

(A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

(A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

(A)3.15.6 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

### **(A)3.16 Survival**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

### **(A)3.17 Dispute Resolution**

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise under this Agreement, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to

resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

- (A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator’s award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys’ fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). Nothing in this section shall be construed to waive or limit either Party’s right to seek any relief from the Commission, or the Federal Communications Commission, or Federal Courts (including equitable or injunctive review), as provided by state or federal law.
- (A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party’s compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.
- (A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal

Communications Commission as provided by state or federal law.

- (A)3.17.6 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

**(A)3.18 Controlling Law**

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

**(A)3.19 Joint Work Product**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**(A)3.20 Responsibility for Environmental Contamination**

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

**(A)3.21 Notices**

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest Corporation f/k/a U S WEST Communications, Inc.  
Director Interconnection Compliance  
1801 California, Room 2410  
Denver, CO 80202

With copy to:  
Qwest Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 51st Floor  
Denver, CO 80202

Sprint PCS  
Attention: Legal Regulatory Department  
6450 Sprint Parkway Building 14  
Mail Stop: KSOPHN0212  
Overland Park, KS 66251

With a copy to:  
Sprint PCS  
Carrier Interconnection Management  
11880 College Blvd.  
Mail Stop: KSOPAM0101  
Overland Park, KS 66210-2035

Each Party shall inform the other of any changes in the above addresses.

### **(A)3.22 Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

### **(A)3.23 No Third Party Beneficiaries**

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

### **(A)3.24 Referenced Documents**

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Sprint PCS practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including

any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Sprint PCS practice, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

**(A)3.25 Publicity**

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

**(A)3.26 Amendment**

Sprint PCS and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

**(A)3.27 Executed in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

**(A)3.28 Headings of No Force or Effect**

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**(A)3.29 Regulatory Approval**

In accordance with the Act at §252(e)(1), the Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

**(A)3.30 Compliance**

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and Sprint PCS agree to take all action necessary to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

**(A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")**



Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

**(A)3.32 Cooperation**

The Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Part E of this Agreement.

**(A)3.33 Most Favored Nation**

With regard to the availability of other Agreements, the Parties agree that the provisions of Section 252 (i) of the Act, shall apply including state, federal, Commission and court interpretive regulations and decisions in effect from time to time.

## **PART B - RECIPROCAL TRAFFIC EXCHANGE**

### **(B)1. INTERCONNECTION FACILITY OPTIONS**

(B)1.1 This Section describes the Interconnection of Qwest's network and Sprint PCS's own network for the purpose of exchanging telecommunications traffic. Qwest will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. Wireless Type 2 Interconnection Facility options are described in Section (B)2.1.2. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

#### **(B)1.2 Methods of Interconnection**

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. Sprint PCS will establish at least one physical Point of Interconnection in Qwest territory in each LATA where Sprint PCS has local customers and/or has an NPA/NXX rated to a rate center within the LATA. The Parties shall establish through negotiations, one of the following interconnection arrangements (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet Point facilities; (4) Single Point of Presence (SPOP) or (5) other technically feasible methods of Interconnection.

##### **(B)1.2.1 Entrance Facility**

Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility, where facilities exist. An Entrance Facility extends from the Qwest Serving Wire Center to Sprint PCS's POI or switch. Entrance Facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Entrance Facilities are provided in Part G. Qwest's Private Line Transport service is available as an alternative to Entrance Facilities. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

##### **(B)1.2.2 Collocation**

Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement.

##### **(B)1.2.3 Mid-Span Meet Point**

A Mid-Span Meet Point is a negotiated point located on a facility between the Qwest Wire Center and Sprint PCS's switch location. The Mid-Span Meet Point may not extend beyond the area served by the Qwest Wire Center. The actual physical Meet Point and facilities used will be

subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet Point. The Mid-Span Meet Point cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.4 Single Point of Presence (SPOP)

(B)1.2.4.1. If ordered by Sprint PCS, pursuant to this Agreement, Qwest will provide Sprint PCS, as an alternate interconnection option, the SPOP.

(B)1.2.4.2 By utilizing SPOP in the LATA, Sprint PCS can exchange 251(b)(5) traffic at selected Qwest Access Tandem switches in addition to the toll and Jointly Provided Switched Access that has traditionally been exchanged at Qwest Access Tandems. Sprint PCS will be able to utilize Qwest's behind the tandem infrastructure to terminate 251(b)(5) traffic to and receive 251(b)(5) traffic from specific end offices with which Sprint PCS wishes to do business. With the SPOP, Sprint PCS can now have a minimum of one SPOP per LATA. In addition to points of presence that may be established under the Agreement, the SPOP is defined as a Sprint PCS physical point of presence.

(B)1.2.4.3 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.

(B)1.2.4.4 Where there is a Qwest Local Tandem serving an end office that Sprint PCS intends to terminate traffic to or receive traffic from, the following conditions apply:

(B)1.2.4.4.1 Local trunking must be ordered to the Qwest Local Tandem to exchange traffic with an end office served by that Qwest Local Tandem. Alternatively, Sprint PCS may choose to use the Qwest Access Tandem for 251(b)(5) traffic in those circumstances where the traffic volumes (less than 512 CCS) do not justify direct connection to the Local Tandem or

subtending end office. When there is a DS1's worth of local traffic (512 CCS) between the Sprint PCS SPOP and an end office subtending a Qwest Local Tandem, Qwest will request that Sprint PCS order a direct trunk group to the subtending end office.

(B)1.2.4.4.1.1 When Sprint PCS has an NXX associated with an end office served by a Qwest Local Tandem, but the anticipated traffic to and from that end office is less than 1 DS1s (512 CCS) worth of traffic, Sprint PCS may choose to use the Access Tandem for local traffic in the circumstances described above in §(B)1.2.4.4.1. Sprint PCS will be required to submit an electronic letter on Sprint PCS letterhead to Qwest identifying the Local Tandem(s) to which Sprint PCS will not interconnect. This letter should include the Local Tandem CLLI(s), the affected end office(s) served by such Local Tandem, and the Sprint PCS NPA-NXXs associated with the affected end office(s). In addition, Sprint PCS will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs associated with the end office(s) served by the aforementioned Local Tandem(s).

(B)1.2.4.4.1.2 Connections to a Qwest

Local Tandem may be two-way or one-way trunks as specified in the appropriate sections of this Agreement. These trunks will only carry 251(b)(5) traffic as defined in this Agreement.

(B)1.2.4.4.1.3 When Sprint PCS orders a connection to a Qwest Local Tandem, a separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

(B)1.2.4.5 Where there is no Qwest Local Tandem serving an end office interconnected with a Qwest Access Tandem and with which Sprint PCS intends to terminate traffic to or to receive traffic from, Sprint PCS may choose from one of the following options:

(B)1.2.4.5.1 Sprint PCS may order a two-way trunk group to the Qwest Access Tandem for traffic terminating to, originating from, or passing in either direction through the Qwest network that combines 251(b)(5) traffic, Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

(B)1.2.4.5.2 Sprint PCS may order a two-way trunk group to the Qwest Access Tandem for Sprint PCS Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest

network and an additional two-way trunk group to the Qwest Access Tandem for the combined 251(b)(5) traffic and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

- (B)1.2.4.5.2.1 If Sprint PCS utilizes two way trunking, Qwest will send all 251(b)(5) traffic, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest Access Tandem on the same combined trunk.
- (B)1.2.4.5.3 The Facilities Credit for two-way dedicated facilities charges contained in the Agreement shall also apply to two-way facilities ordered under this Amendment.
- (B)1.2.4.5.4 Sprint PCS may utilize a one-way trunk group to the Qwest Access Tandem for Sprint PCS originated traffic destined for termination to or transiting through the Qwest network that combines 251(b)(5) traffic, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- (B)1.2.4.5.5 Sprint PCS may utilize a one-way trunk group to the Qwest Access Tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest Access Tandem for the combined 251(b)(5) and Exchange

Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

- (B)1.2.4.5.5.1 If Sprint PCS orders either of the above one-way trunk options, Qwest will return the traffic via one combined 251(b)(5) and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
- (B)1.2.4.6 The Parties acknowledge that the SPOP product requires SS7 functionality.
- (B)1.2.4.7 Qwest assumes Sprint PCS will be exchanging traffic destined for end users served by each Qwest Access Tandem in the LATA. Therefore, Sprint PCS must, absent a waiver, order trunking to each Qwest Access Tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest Access Tandem within the LATA boundary, Sprint PCS must, absent a waiver, order trunking to each Qwest Access Tandem that serves their end-user customers' traffic to avoid call blocking. Alternatively, should Sprint PCS accept the conditions as outlined in the SPOP Waiver contained in §(B)1.2.4.14, trunking will not be required to each Qwest Access Tandem in a multi-Access Tandem LATA. Should Sprint PCS not utilize the option of interconnection at the Access Tandem to exchange traffic with an end office served by a Local Tandem, due to a low volume of traffic under the circumstances described in (B)1.2.4.4.1 Sprint PCS needs trunking only to each Local Tandem where it has a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.
- (B)1.2.4.8 Where Sprint PCS requests trunking for SPOP in a LATA that exceeds fifty (50) miles, Qwest reserves the right to request negotiation of a Mid-Span meet point.
- (B)1.2.4.9 SPOP in the LATA cannot be used in conjunction with existing Sprint PCS trunking that connects to Qwest's end office switches

with tandem functionality.

- (B)1.2.4.10 SPOP in the LATA is not available for the sole purpose of delivering ISP bound traffic.
- (B)1.2.4.11 The SPOP facility cannot be used to access unbundled network elements.
- (B)1.2.4.12 SPOP in a LATA will be provided only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA. Sprint PCS may request Special Construction in those areas where facilities are not available subject to the terms and conditions outlined in the Agreement.
- (B)1.2.4.13 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
- (B)1.2.4.14 Qwest will waive the requirement for Sprint PCS to connect to each Qwest Access Tandem in the LATA under the following conditions.
  - (B)1.2.4.14.1 Sprint PCS certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which Sprint PCS seeks a waiver. Or, if Sprint PCS does originate such traffic, that Sprint PCS will route such traffic to a Non-Qwest network. In addition, Sprint PCS certifies that it is not providing service in and that it has not built out its network in any local exchange areas associated with end offices subtending the Qwest Access Tandem for which Sprint PCS seeks a waiver.
  - (B)1.2.4.14.2 Sprint PCS will send an electronic letter to Qwest indicating the Qwest Access Tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. Qwest will send an electronic letter acknowledging its receipt of



Sprint PCS's original electronic letter. In addition, Sprint PCS will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned Access Tandems. Qwest will send an electronic letter acknowledging its receipt of any Sprint PCS revised electronic letter. Should Sprint PCS desire to begin serving end users in the serving area of a Qwest Access Tandem currently under this waiver, Sprint PCS must first establish trunking to the Qwest Access Tandem. Additionally, should Sprint PCS desire to originate traffic destined to an end office subtending a Qwest Access Tandem currently under this waiver, Sprint PCS must first establish trunking to the Qwest Access Tandem.

- (B)1.2.4.14.3 If misrouting of traffic occurs, Qwest will consider this waiver null and void and all requirements in §(B)1.2.4.7 requiring Sprint PCS to order trunking to each Qwest Access Tandem in the LATA will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

## **(B)2. RECIPROCAL TRAFFIC EXCHANGE**

### **(B)2.1 Description**

- (B)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between Sprint PCS's network and Qwest's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS carriers only in association with CMRS two-way services. Other interconnections are covered by separate contract or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. The Wireless Interconnection provided will not be used to terminate other types of traffic on Qwest's network, such as Wireline originated traffic.

(B)2.1.2 Wireless Type 2 Interconnections

(B)2.1.2.1 Type 2A Interconnections

(B)2.1.2.1.1 Type 2A Local

The Type 2A Local Interconnection connects Sprint PCS's POI to a Qwest local tandem and exchanges traffic between Sprint PCS and NXXs served by the end offices subtending the local tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use Interconnection arrangement.

(B)2.1.2.1.2 Type 2A Toll / Access

The Type 2A Toll Interconnection connects Sprint PCS's POI to a Qwest Toll/Access Tandem. A Toll/Access Tandem exchanges traffic between Sprint PCS and End Offices other than those subtending the associated Local Tandem, and delivers terminating Switched Access traffic from IXCs through Qwest to Sprint PCS.

(B)2.1.2.2 Wireless Type 2B High Use Interconnections

The Type 2B High Use Interconnection is a direct, two-way trunk group Interconnection between Sprint PCS's POI and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. Sprint PCS's and Qwest's local traffic can be exchanged over this Interconnection. It can also provide routing of Sprint PCS-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest end office switch. Sprint PCS will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B High Use Interconnection.

(B)2.1.2.3 Wireless Type 2B Full Group Service

The Type 2B Full Group Service is a direct trunk group connection between Sprint PCS's POI and a

Qwest End Office. Each 2B Full Group serves only the individual End Office. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and the Sprint PCS POI are accessible from this trunk group.

A Type 2B Full Group connection is required to each End Office where a Qwest Local Tandem is not available and Sprint PCS is not utilizing SPOP.

(B)2.1.3 The traffic types to be exchanged under this Agreement include:

(B)2.1.3.1 §251(b)(5) Traffic as defined in this Agreement.

(B)2.1.3.2 InterMTA Traffic as defined in this Agreement.

(B)2.1.3.3 Jointly provided Switched Access traffic as defined in Access Tariffs and referenced in this Section.

(B)2.1.3.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

(B)2.1.3.5 Ancillary traffic is one-way mobile to land traffic which includes, but is not limited to, the following:

(B)2.1.3.5.1 Directory Assistance

(B)2.1.3.5.2 911/E911

(B)2.1.3.5.3 Toll and Assistance Operator Services

(B)2.1.3.5.4 Toll Free Services

(B)2.1.4 Toll Blocking Service

(B)2.1.4.1 Selective Class of Call Screening.  
Selective Class of Call Screening restricts, by operator identification, outgoing toll calls to collect, third party billed, and credit card calls only. When available, and to the extent it is operational, it is available to Sprint PCS on NXXs when traffic is originated from ancillary trunks.

- (B)2.1.4.2 Billed Number Screening.  
Billed Number Screening prevents the billing of incoming calls on a received collect or third number basis. It is available to Sprint PCS on NXXs when traffic is sent via a Type 2A Local or Toll or a Type 2D trunk group to the Qwest operator tandem. Sprint PCS will provide the appropriate signaling as defined in Telcordia document GR-145-CORE. Any service having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

**(B)2.2 Terms and Conditions**

- (B)2.2.1 Transport and Termination of §251(b)(5) Traffic.
  - (B)2.2.1.1 §251(b)(5) Traffic will be exchanged as Type 2 Service.
  - (B)2.2.1.2 As negotiated between the Parties, the transport of §251(b)(5) Traffic may occur in several ways:
    - (B)2.2.1.2.1 Two-way trunk groups will be established wherever possible.
    - (B)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's §251(b)(5) Traffic to the terminating Party's end office or tandem for call termination.
  - (B)2.2.1.3 Based on actual traffic during the busy hour in centum call seconds (CCS), either 15 times per month or 8 times per day where there is a DS1's worth of traffic (512 CCS) between Sprint PCS's POI and a Qwest end office, Qwest will request that Sprint PCS order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group. This primary high-use trunk group will run between Sprint PCS's POI directly to the Qwest end office, and will overflow to an associated Type 2A local trunk group. Qwest shall deliver its EAS/Local originating traffic destined for Sprint PCS over this Type 2B dedicated, two-way Primary High Use trunk group rather than

continue routing this traffic through a Qwest tandem. Qwest asserts that the 512 CCS requirement is consistent with industry standards and Qwest asserts that it applies this standard to its own facilities and those of other interconnectors. To the extent that Sprint PCS has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that Sprint PCS may provide two-way Type 2B direct trunk facilities, when required, from that end office to Sprint PCS's POI. In all other cases, the direct facility may be provisioned by Qwest or Sprint PCS or a third party. If both Sprint PCS and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

Telcordia document GR-145-CORE, Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for Interconnection.

- (B)2.2.2 InterMTA Traffic  
InterMTA Traffic will be exchanged over Type 2 facilities. However, mobile to land usage will be rated using tariffed Switched Access rates.
- (B)2.2.3 Transit Traffic
  - (B)2.2.3.1 Qwest will accept traffic originated by Sprint PCS for termination to an existing LEC, CLEC, or another Wireless carrier that is connected to Qwest's Local and/or Toll/Access Tandems. Qwest will also terminate traffic to Sprint PCS from these other Telecommunications Carriers.
  - (B)2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.
  - (B)2.2.3.3 The originating company is responsible for payment of appropriate usage charges to the

transit company and to the terminating company.

(B)2.2.3.4 When Qwest receives a call from Sprint PCS to a number that has been ported to another local service provider, Qwest will consider such calls as transit traffic. This includes all Sprint PCS originated calls regardless of who performed the query.

(B)2.2.4 **Jointly Provided Switched Access:**  
When Parties choose to participate in Jointly Provided Switched Access they will agree to use industry standards developed to handle the joint provisioning and billing of Switched Access to Interexchange Carriers (MECAB, MECOD, and the Parties' FCC and State Access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to Sprint PCS of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which Sprint PCS directly connects. This type of traffic is discussed separately in this Section.

(B)2.2.5 **Interface Code Availability.**  
Supervisory signaling specifications, and the applicable network channel interface codes for Type 2 trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

(B)2.2.6 **Signaling Options.**

(B)2.2.6.1 **SS7 Out of Band Signaling.**  
SS7 Out of Band Signaling (SS7) should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. SS7 should be requested on the order for new Type 2 trunks. SS7 signaling may not be used on Type 2 Equal Access trunks.

Common Channel Signaling Access Capability (CCSAC) Links are available as Unbundled Network Elements (UNEs), as set forth in Part D, or may be ordered as a finished service from the Qwest FCC Tariff No.5, or may be ordered from a third party.

(B)2.2.6.2 **Multifrequency Signaling.**  
Where SS7 signaling is not available or not technically feasible by both Parties, inband Multifrequency (MF) wink start signaling will be used. When the SS7 option becomes

available in both networks, the Parties will jointly work to convert existing MF signaling to SS7.

(B)2.2.6.3 Clear Channel Capability.  
Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks.

(B)2.2.7 Measurement of terminating local Interconnection minutes begins when the terminating Party's switch receives answer supervision from the called end user's end office or equivalent facility. The measurement of terminating call usage over Type 2 trunks ends when the terminating Party's switch receives disconnect supervision from either the called end user's end office or equivalent facility, indicating the call has disconnected, or the Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.

Where feasible, Qwest will provide as a part of the Sprint PCS bill, recording and rating of mobile to land traffic exchanged over the Wireless Interconnection. If data necessary for billing is lost, Qwest will estimate usage based on the previous three (3) months' of usage.

(B)2.2.8 Type 2 Forecasting

(B)2.2.8.1 Parties will work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

(B)2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for Type 2 trunking which impacts the switch capacity and facilities of each Party.

(B)2.2.8.3 Switch growth jobs are custom jobs with a minimum six (6) month timeframe from the

vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize Qwest standard forecast timelines as defined in the Qwest Type 2 Trunk Forecast Form.

- (B)2.2.8.4 Each party will utilize the forecast cycle outlined on the Qwest Type 2 Trunk Forecast Forms which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a three (3) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete network build. Seven (7) months after submission of the forecast, the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays.
- (B)2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, use of direct vs. local tandem routing. See (B) 2.2.1.3.
- (B)2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the dispute resolution process is completed, the lower forecast will be used.
- (B)2.2.8.7 Joint planning meetings/calls will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning



meetings, the Parties shall exchange information to facilitate the planning process.

(B)2.2.8.8 In addition to the above information, Sprint PCS shall provide:

Completed Qwest Type 2 Trunk Forecast Forms.

Any planned use of an alternate local tandem provider.

(B)2.2.8.9 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the Qwest Web site: <http://www.qwest.com/cgi-bin/iconn/iconn.pl>.

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

(B)2.2.8.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected TYPE 2 trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement.

(B)2.2.8.11 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g. ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's Web Site.

(B)2.2.8.12 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action and place orders against the forecasted trunk requirements.

(B)2.2.8.13 The Parties agree that the following terms apply to the forecasting process:

- (B)2.2.8.13.1 Sprint PCS forecasts shall be provided as detailed in the standard Qwest TYPE 2 Trunk Forecast Form.
- (B)2.2.8.13.2 Forecasts shall be deemed Confidential Information.
- (B)2.2.8.14 If a trunk group is consistently under sixty (60) percent of centum call seconds (CCS) capacity each month of any three (3) month period, Sprint PCS will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Thirty (30) days after the written notification, Qwest may reclaim the facilities and charge Sprint PCS a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than sixty (60) percent of CCS for any three (3) month period, Qwest has the right to refuse ASRs and/or cancel pending requests to augment those under utilized trunk groups until such time as the utilization on that group reaches the required sixty (60) percent level. When reclamation does occur, the trunk group shall not be left with less than twenty five (25) percent excess capacity.
- (B)2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- (B)2.2.8.16 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (F) of this Agreement. Qwest and Sprint PCS may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate Sprint PCS forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard Qwest forecast timeframes will not apply under these circumstances.

(B)2.2.9 Trunking Requirements

- (B)2.2.9.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
- (B)2.2.9.2 Two-way trunk groups will be established wherever possible. Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. IntraMTA traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems.
- (B)2.2.9.3 Two-way trunks are offered only where technically feasible and where the Qwest switch can support the rating and billing of mobile to land traffic.
- (B)2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.
- (B)2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Carriers and therefore, will provision trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

Qwest and Sprint PCS are required to provide each other the proper signaling information (e.g., originating call party number and

destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

When the Parties interconnect via CCS for Jointly Provided Switched Access Service, Qwest will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

- (B)2.2.9.6 Alternate Traffic Routing on Type 2B High Use  
When Sprint PCS has a Type 2B High Use arrangement in addition to its Type 2A Local trunk group which provides two paths to a Qwest End Office, the Parties will utilize alternate traffic routing. Traffic will be offered first to the Type 2B trunk group (also referred to as the "primary high" route) and then overflow to the Type 2A Local (also referred to as the "alternate final" route).

(B)2.2.10 Testing

(B)2.2.10.1 Acceptance Testing

At the time of installation of a Type 2 trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See Qwest's applicable Switched Access Tariff for the specifications.

(B)2.2.10.2 Testing Capabilities

(B)2.2.10.2.1 Terminating Type 2 testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(B)2.2.10.2.2 In addition to Type 2 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Tariff rates. Testing fees will be paid by Sprint PCS when requesting the testing.

(B)2.2.11 Mileage Measurement

Where required, the mileage measurement for Type 2 is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No.4.

**(B)2.3 Rate Elements**

(B)2.3.1 Entrance Facilities

Recurring and nonrecurring rates for Entrance Facilities are specified in Part G of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.

If Sprint PCS chooses to use an existing facility purchased as Qwest Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(B)2.3.2 Direct Trunked Transport

(B)2.3.2.1 Direct Trunked Transport is available as follows:

(B)2.3.2.1.1 Direct Trunked Transport (DTT) is available between the CMRS provider's Serving Wire Center and Qwest's tandem or end office switches. The applicable rates are described in Part G. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(B)2.3.2.1.2 Mileage shall be measured for DTT based on V&H coordinates between the CMRS provider's Serving Wire Center and the Qwest tandem or end office.

(B)2.3.2.1.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable

and are defined for DTT in Part G of this Agreement.

(B)2.3.3 Multiplexing options (DS1/DS3 mux) are available at rates described in Part G.

(B)2.3.4 Facilities Credit  
When Sprint PCS leases two-way facilities from Qwest for Entrance Facilities (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted with a facilities credit factor to account for the portion of the facility used to transport traffic originated by Qwest's end users to Sprint PCS, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way Entrance Facility and DTT, multiplexer and distance sensitive facilities state-specific recurring and nonrecurring charges by (2) a factor of .26 (twenty-six percent). Once during the first year of this Agreement and at no less than six-month intervals after the initial one-year term, Sprint PCS may submit a new facilities credit factor based on actual usage information to replace the factor stated above. This factor, subject to review and validation by Qwest, will be based on the average of three consecutive months of actual percentage usage of Qwest originated traffic on two-way trunk groups. This credit will be applied each month for the term of this Agreement.

(B)2.3.4.2 The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

(B)2.3.4.3 Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by Sprint PCS, at the rates specified in Part G. These non-recurring charges are subject to a credit based on the current facilities credit factor as described in paragraph (B)2.3.4.1.

## EXAMPLES OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	\$ <u>1,250.00</u>
Total facility cost (\$10,000.00 + \$1,250.00)	\$ 11,250.00
Multiply total facility cost by .26	
Facilities Credit (\$11,250.00 x ).26	\$ 2925.00

(B)2.3.5 Traffic Subject to Reciprocal Compensation

(B)2.3.5.1 End Office and Tandem Switched Transport

(B)2.3.5.1.1 The Parties agree based upon traffic studies from July 2001 through December 2001 that the 251(b)(5) Traffic exchanged between the Parties has been roughly balanced. Compensation for 251(b)(5) Traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of 251(b)(5) Traffic originated by the other Party.

(B) 2.3.5.1.2 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(B)2.3.5.1.3 When one Party receives a call from the other Party to a number that has been ported to another local service provider, the transit rate will apply for this traffic.

(B)2.3.5.2 IntraMTA Switched Access Traffic. Notwithstanding any other provisions of this Agreement, for traffic originated by Sprint PCS, IntraMTA traffic delivered to Qwest via an Interexchange Carrier shall not be subject to reciprocal compensation.

(B)2.3.6 ISP-bound Traffic

The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic), CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for termination of ISP-bound traffic originated by the other Party.

(B)2.3.7

Non-Local Traffic.

Applicable Qwest Switched Access Tariff rates apply to Non-Local traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an end office. Applicable Qwest Switched Access Tariff rates also apply to interMTA traveling traffic originated by, or terminating to, Qwest. Relevant rate elements could include Direct Trunked Transport, Tandem Switching, Tandem Transmission, and Local Switching, as appropriate.

(B)2.3.7.1

For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Sprint PCS as MTA/local or non-MTA/local, and, for non-MTA/local traffic, intrastate or interstate, Sprint PCS will provide Qwest with a Percent MTA/Local Use (PMLU) factor, which represents the estimated portion of total traffic delivered by Sprint PCS to Qwest that originates and terminates within the same MTA, and a Percent InterMTA Use (PIMU) factor, which represents the estimated portion of InterMTA traffic and InterMTA traveling traffic delivered by Sprint PCS. The PMLU factor will be applied to the measured mobile to land Sprint PCS minutes of use terminated on Qwest's network to determine the local minutes of use for which Call Termination and Call Transport rates apply. The PIMU factor is applied to the remaining local minutes of use to determine the portion of non-MTA/local minutes to be billed at interstate access rates. The PMLU and PIMU factors will be updated on a quarterly basis and take effect on January 1, April 1, July 1 and October 1 of each year of this Agreement unless otherwise agreed to by both Parties. Sprint PCS will provide the PMLU and PIMU factors to Qwest thirty (30) days prior to their effective date.

(B)2.3.7.2

Sprint PCS will declare, initially and on a quarterly basis, the percent of total traffic, that



represents Non-MTA/Local traffic (PIMU - Percent InterMTA Usage). If Sprint PCS does not provide a PIMU declaration either initially or quarterly, Qwest will use a default of the last declared PIMU or five (5) percent, whichever is greater.

Quarterly PIMU declaration is due by the 15th of the month in January, April, July, and October. The PIMU will be applied to bills issued during the following three (3) months.

Mail all PIMU declarations to:

Qwest  
Wireless Billing Manager  
250 Bell Plaza  
Room 601  
Salt Lake City, UT 84111

- (B)2.3.7.3 For billing purposes, Qwest will use a Percent InterMTA Use (PIMU2) factor, which represents the estimated portion of total traffic delivered by Qwest to Sprint PCS that terminates (based on the first cell site of the wireless subscriber) outside the MTA in which the call originated.
- (B)2.3.7.4 The PIMU2 factor will be applied to the billed land to mobile minutes of use originated from Qwest's network and terminated to Sprint PCS. No reciprocal compensation will be paid by Qwest to Sprint PCS for such inter MTA traffic. Qwest may bill Sprint PCS interstate switched access tariffed rates for this traffic.
- (B)2.3.7.5 The PIMU2 factor will be 5% unless proven otherwise by Sprint PCS thirty (30) days prior to their effective date. The PIMU2 factor can be reevaluated (per request from either party) annually, based upon a study generated by Sprint PCS and acceptable by both parties.
- (B)2.3.8 Transit Traffic
  - (B)2.3.8.1 Transit Local : The applicable Type 2 transit rates for IntraMTA transit traffic, contained in Part G of this Agreement, apply to the originating Sprint PCS traffic.
  - (B)2.3.8.2 Transit Toll: For Qwest terminating traffic carried beyond the Qwest EAS/Local calling area to a third party telecommunications provider's switch the applicable Type 2 transit

rates contained in Part G of this Agreement apply.

(B)2.3.9 Miscellaneous Charges

(B)2.3.9.1 Cancellation charges will apply to Type 2 orders, which are canceled, based upon rates, terms and conditions described in state Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order. Cancellation charges will not apply to orders canceled because Qwest missed a FOC date.

(B)2.3.9.2 Expedited treatment for Type 2 orders is allowed only on an exception basis with Qwest executive approval, where both Parties mutually agree to expedite. When expedited treatment is approved, expedite charges will apply to Type 2 orders based on rates, terms and conditions described in Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.

(B)2.3.9.3 Construction charges are described in Section (F) of this Agreement.

(B)2.3.9.4 The following charges/procedures will apply to Type 2 orders based upon rates, terms and conditions described in state tariffs governing Switched Access for Type 2 trunks, and Private Line Transport Services for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order:

- Due Date Change
- Design Change Charge
- Additional Engineering
- Overtime Installation
- Additional Labor Standby
- Additional Labor Testing and Maintenance
- Maintenance of Service
- Additional Cooperative Testing
- Automatic Scheduled Testing
- Cooperative Scheduled Testing
- Manual Scheduled Testing
- Nonscheduled Testing

Nonscheduled Cooperative Testing  
Nonscheduled Manual Testing  
Credit Allowance for Service Interruption  
(Switch Access)  
Deposits, Advance Payments  
Late Payment Charge

## **(B)2.4 Ordering**

- (B)2.4.1 When ordering Type 2 service, Sprint PCS shall complete a Access Service Request (ASR) form which provides all information necessary to process an order.
- (B)2.4.2 Sprint PCS will provide the CLLI codes of the Qwest Tandem or End Office and Sprint PCS POI, and the Two-Six Code to which each NXX will be routed.
- (B)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.
- (B)2.4.4 Joint planning discussions will precede Sprint PCS orders for Type 2 interconnections at new Points of Interconnection (POIs) or Qwest tandem locations. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. When requesting a tandem interconnection, Sprint PCS will provide its best estimate of the traffic distribution to each end office subtending the Qwest tandem.
- (B)2.4.5 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- (B)2.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Interconnect & Resale Resource Guide, available on Qwest's Web Site.
- (B)2.4.7 Sprint PCS may cancel an order for Type 2 service at any time prior to notification by Qwest that service is available for Sprint PCS's use, subject to cancellation charges described

in State Access tariffs. If Sprint PCS is unable to accept Type 2 Service within 120 calendar days after the original service date, Sprint PCS has the following options:

The order for Type 2 Service will be canceled, and cancellation charges will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Sprint PCS, will be the 121st calendar day beyond the original service date of the order for Type 2 Service.

### **(B)2.5 Billing for Qwest - Originated Traffic**

Sprint PCS may receive payment for Qwest originated traffic it terminates by billing Qwest directly. SS7 signaling is a prerequisite for direct billing. In the event Sprint PCS were to discontinue Direct Billing, Parties will enter into a reciprocal compensation credit method of billing.

#### **(B)2.5.1 Reciprocal Compensation Billing**

(B)2.5.1.1 Each Party will compensate the other for its traffic terminating to the other Party's end users. The Reciprocal Compensation rate charged by Qwest shall be the Qwest Call Termination rate as listed in Part (G)2.3. The Reciprocal Compensation rate charged by Sprint PCS will be symmetrical to Qwest's Call Termination rate as listed in Part G until Sprint PCS has filed a TELRIC Cost Study which is approved by the Commission. Qwest will compensate Sprint PCS for IntraMTA traffic originated from Qwest's end users within the LATA. Neither party will compensate the other for narrowband paging traffic or traffic carried by an IXC in this Interconnection Agreement.

(B)2.5.1.2 Monthly Qwest measured IntraMTA Sprint PCS minutes are separate and distinct from one-time charges, ancillary service charges, traffic from Sprint PCS transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

(B)2.5.2 Requirements for Direct Billing Qwest – Originated Traffic (Land to Mobile). Sprint PCS may elect to direct bill Qwest. The following are the requirements for Sprint PCS to render a bill for Qwest-originated traffic, to be illustrated in a sample

bill mutually agreed upon at least thirty (30) days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.

- (B)2.5.2.1 Invoices will comply with Billing Output Specifications (BOS).
- (B)2.5.2.2 Providers will exchange billing contacts and telephone numbers.
- (B)2.5.2.3 The invoices will include identification of the monthly bill period (from and through dates).
- (B)2.5.2.4 Sprint PCS will bill Qwest by end office, by state, based on the terminating location of the call. Sprint PCS will display the CLLI code(s) of the POI.
- (B)2.5.2.5 Sprint PCS will assign an Invoice Number and/or Billing Account Number.
- (B)2.5.2.6 Sprint PCS will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).
- (B)2.5.2.7 The rendered bill will include a summary of charges and total amounts due.
- (B)2.5.2.8 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).
- (B)2.5.2.9 Invoice will include all adjustments, credits, debits and payments.
- (B)2.5.2.10 Invoice will include all applicable taxes and surcharges. Sprint PCS will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- (B)2.5.2.11 Sprint PCS's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.
- (B)2.5.2.12 In no event will charges be billed in excess of six (6) months after such charges have been incurred.

- (B)2.5.2.13 Sprint PCS's invoice to Qwest will include only traffic originating from Qwest's wireline end users, and will not include traffic originated by any other third party (such as a Co-Provider, an existing LEC, or another Wireless carrier).
- (B)2.5.2.14 Sprint PCS's invoice to Qwest will not include Switched Access traffic and traveling traffic (i.e. interMTA traffic).
- (B)2.5.2.15 Sprint PCS's invoice will contain only the measured usage element charges.
- (B)2.5.2.16 Only completed calls (not attempts) will be billed.
- (B)2.5.2.17 Conversation minutes (not including connect time) will be billed.
- (B)2.5.2.18 Minutes of Use (MOUs) will be aggregated at the end of the billing period, with the aggregated amount rounded to the nearest whole minute. MOUs will not be rounded on a per call basis.

### **(B)3. JOINTLY PROVIDED SWITCHED ACCESS SERVICES**

- (B)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines, including, but not limited to, requirements to file NXXs in NECA4 and to obtain an Operating Company Number (OCN). A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.

Qwest and Sprint PCS agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

- (B)3.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if Sprint PCS does not fully

comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff.

- (B)3.3 Qwest and Sprint PCS will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

## **PART C - COLLOCATION**

Collocation allows for the placing of telecommunications equipment owned by Sprint PCS within Qwest's Central Office for the purpose of accessing and/or terminating IntraMTA and ancillary traffic.

Should the Parties desire to establish a Collocation relationship, through either physical or virtual Collocation, the Parties will enter into an Amendment to this Agreement.



## **PART D - UNBUNDLED NETWORK ELEMENTS (UNES)**

Sprint PCS may order access to Qwest UNEs via Caged Physical, Cageless Physical, Virtual or ICDF Collocation. This access allows Sprint PCS to connect UNEs to other Qwest or Sprint PCS's own network elements for the purpose of offering telecommunications services.

Should the Parties desire to establish Unbundled Network Elements (UNEs), the Parties will enter into an Amendment to this Agreement.

The Parties are not in agreement with regard to the right of Sprint PCS to purchase unbundled dedicated transport and/or local loop UNEs as replacement/new service options for special access /private line services currently provisioned from Qwest. The Parties agree that this issue is currently under review as part of the Notice of Proposed Rulemaking (NPRM) released December 20, 2001 in CC Docket Nos. 01-338, 96-98 and 98-147. This Agreement shall be immediately modified to conform to the final ruling of the FCC in this NPRM if it is determined that wireless carriers are entitled to purchase UNEs, including, but not limited to, dedicated transport and local loop elements, from local exchange carriers for replacement/new special access/private line services. Upon such a ruling by the FCC, and to the extent authorized by the FCC, the agreement shall be modified to allow Sprint PCS to purchase UNEs from Qwest.

## **PART E - ANCILLARY SERVICES**

### **(E)1. LOCAL NUMBER PORTABILITY**

- (E)1.1 Both Parties agree to implement Local Number Portability (LNP) in conformance with FCC and state regulations. As FCC and state LNP regulations are phased in, both Parties will conform to all LNP industry standards and to North American Numbering Council (NANC) Region #1 (also known as the Western Region) and state guidelines and agreements.
- (E)1.2 Each Party is responsible for ensuring that LNP database queries are performed for calls originated by its customers. Parties can either perform queries themselves or use a third party. Qwest shall be the default carrier for LNP database queries when Sprint PCS does not perform the query. When wireless-wireline integration takes effect, Sprint PCS shall be the default carrier for LNP database queries when Qwest does not perform the query.
- (E)1.3 Qwest query services are defined in F.C.C. Tariff No.5; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications).

### **(E)2. 911/E-911 SERVICE**

Compliance with FCC Docket 94-102 necessitates the integration of wireless 9-1-1 calls into the existing public safety E9-1-1 network, which is separate from the Type 2 interconnection. This E9-1-1 connectivity must be between the wireless carrier's switch and the appropriate 9-1-1 selective router. When such service is requested by a qualifying Public Safety Answering Point (PSAP) the Parties will cooperate in the joint provision of Wireless E9-1-1 service, which is compliant with the requirements of FCC Docket 94-102 and state regulations.

### **(E)3. DIRECTORY ASSISTANCE**

#### **(E)3.1 Description**

- (E)3.1.1 Directory Assistance (DA) service is a telephone number, voice information service that Qwest provides to other Telecommunications Carriers and its own end users.
- (E)3.1.2 Should the Parties desire to establish a Directory Assistance relationship, the Parties will enter into an Amendment to this Agreement.

### **(E)4. DIRECTORY LISTINGS**

#### **(E)4.1. Description**

- (E)4.1.1 White Pages Listings Service ("Listings") consists of Qwest placing the names, addresses and telephone numbers of Sprint PCS's end users in Qwest's listing database, based on end user information provided to Qwest by Sprint PCS.

- (E)4.1.2 Should Sprint PCS decide to establish Directory Listings with Qwest, the Parties will enter into an Amendment to this Agreement.

#### **(E)4.2 Directory Assistance List**

##### **(E)4.2.1 Description**

- (E)4.2.1.1 Directory Assistance List (DA List) Information consists of all Qwest and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to Sprint PCS's end users. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to Sprint PCS, however, the non-published telephone number shall not be provided.
- (E)4.2.1.2 Should Sprint PCS decide to establish Directory Assistance Lists with Qwest, the Parties will enter into an Amendment to this Agreement.

#### **(E)5. TOLL AND ASSISTANCE OPERATOR**

##### **(E)5.1 Description**

- (E)5.1.1 Toll and Assistance refers to functions end users associate with the "0" operator.
- (E)5.1.2 Should Sprint PCS decide to establish a Toll and Assistance Operator arrangement, the Parties will enter into an Amendment to this Agreement.

#### **(E)6. ADVANCED INTELLIGENT NETWORK (AIN)**

##### **(E)6.1 Description**

- AIN services are offered and available as an enhancement to Sprint PCS's SS7 capable network structure and operation using AIN Version 0.1 capable switches.
- (E)6.1.1 Access to AIN Service Creation Environment - AASCE allows Sprint PCS to utilize Qwest's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet Sprint PCS's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to Sprint PCS to be installed in its own network.
  - (E)6.1.2 Access to AIN OSS/SMS (AAOS) – This service allows Sprint PCS to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for Sprint PCS utilizing the

AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. Sprint PCS will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

- (E)6.1.3 AIN Query Processing (AQP)- TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. Sprint PCS launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From Sprint PCS Service Switching Point (SSP) through a Qwest Local STP and then to the Qwest Regional STP (RSTP).

Through a Sprint PCS RSTP to Qwest RSTP arrangement.

From the RSTP the query is directed to Qwest's SCP to collect data for the response to the originating switch.

## **(E)6.2 Terms and Conditions**

- (E)6.2.1 Access to AIN Service Creation Environment (AASCE) – Since each proposed service is unique and complex, when AASCE is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.
- (E)6.2.2 Access to AIN OSS/SMS (AAOS)
- (E)6.2.2.1 Prior to activation of the AIN feature, Sprint PCS's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in Section (E)8 for Options Activation) that is sending the AIN query.
- (E)6.2.2.2 Qwest will provide requirements for data load preparation and delivery by Sprint PCS.
- (E)6.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for Sprint PCS. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(E)6.2.2.4 Each end user line must be provisioned by the facility owner. Sprint PCS is responsible for setting the AIN trigger in its switch.

(E)6.2.3 AIN Query Processing  
Qwest will certify and test Sprint PCS switch for AIN message transmission to assure quality performance, as described in Section (E)8.2. Qwest and Sprint PCS will test cooperatively.

(E)6.2.4 Query types accepted:  
The Qwest AIN SCP can accept and process ANSI41 Standard queries for specific services (Reference: Interconnection Resource Guide) other AIN Services may require service logic changes to add this capability. These changes to service logic would be managed through the AASCE process at Sprint PCS expense.

### **(E)6.3 Rate Elements**

(E)6.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.

(E)6.3.2 Access to AIN OSS/SMS (AAOS) - AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

(E)6.3.3 AIN Query Processing - The AIN service is billed on a monthly recurring and/or a per query charge basis.

### **(E)6.4. Ordering**

(E)6.4.1 AASCE is ordered on an individual case basis and is coordinated through the Qwest Account Manager and the AIN Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Due date intervals for the proposal phase are detailed below.

Within five (5) business days of receipt of an inquiry, Qwest will provide the customer with the Service Request form.

Within ten (10) business days of receiving the completed Service Request Form, Qwest will provide a written acknowledgment of receipt.

Within fifteen (15) business days after acknowledgment, Qwest will assess the Service Request and prepare for a meeting with the customer to review the Service Request.

Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the Service Request assessment. The Service Request will be considered accepted once Qwest and Sprint PCS come to an agreed upon understanding of the service feature set and scope.

Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and, development time and cost estimates.

Within ninety (90) business days of Sprint PCS approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, development time and costs.

Remaining deliverables are negotiated with Sprint PCS so that mutually agreeable due dates based on service complexity are established. Due date intervals are negotiated on an individual case basis.

- (E)6.4.2 AAOS is ordered using the LSR form.
  - (E)6.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.
  - (E)6.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by Qwest end users. Upon receipt of a complete and accurate LSR, Qwest will load the Sprint PCS records into the AIN database within ten (10) days. Qwest will also establish translations at the STP to allow query access from the Sprint PCS switch within ten (10) days.
  - (E)6.4.2.3 Completion notification will be either by e-mail or by fax.
  - (E)6.4.2.4 Qwest will provide jeopardy notification under terms and conditions consistent with Qwest end users.
  - (E)6.4.2.5 Qwest will provide Firm Order Confirmation (FOC) under terms and conditions consistent with Qwest end users.
  - (E)6.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.
- (E)6.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

## **(E)7. INTERCONNECTION TO LINE INFORMATION DATABASE (LIDB)**

### **(E)7.1 Description**

- (E)7.1.1 Description - Line Information Database (LIDB) Storage.  
Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record. Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Telcordia's TR-NWP-000029, Section 10).
- (E)7.1.2 Should Sprint PCS decide to enter into a LIDB arrangement with Qwest, the Parties will enter into an Amendment to this Agreement.

## **(E)8. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY**

### **(E)8.1 Description**

- (E)8.1.1 Pole Attachments - Qwest will lease available pole attachment space to Sprint PCS for the placing of Sprint PCS's facilities for the purpose of transmitting Telecommunications Services.
- (E)8.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.
- (E)8.1.3 Should the Parties desire to establish an Access to Poles, Ducts, Conduits and Rights of Way relationship, the Parties will enter into an Amendment to this Agreement.

## **(E)9. 8XX DATABASE QUERY SERVICE**

### **(E)9.1 Description**

- (E)9.1.1 8XX Database Query Service is an originating service which provides for the forwarding of Sprint PCS end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by Sprint PCS 's end user, Sprint PCS's SSP (SS7 equipped end office) will send an 8XX query to the Qwest 8XX Service Control Point (SCP) through the Qwest Signaling Transfer Point (STP). The Qwest SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance

with the Service Management System/800 (SMS/800) information residing in the Qwest SCP. The SCP will transmit the results of the carrier identification function back to Sprint PCS's SSP through the Qwest STP. The results of the carrier identification function will be the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization. The cost of the 8XX database query will be billed to the toll carrier whose CIC is returned from the 8XX Database Query.

- (E)9.1.2 Should Sprint PCS decide to set up an 8XX Database Query Service relationship with Qwest, the Parties will enter into an Amendment to this Agreement.



## PART F- MISCELLANEOUS PROVISIONS

### (F)1. NETWORK SECURITY

(F)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(F)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Each Party is responsible for covering its employees on such security requirements and penalties.

(F)1.1.2 The Qwest telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. Each Party is responsible for covering its employees on such security requirements and penalties.

(F)1.1.3 In the event Sprint PCS decides to enter into a collocation and/or UNE amendment to this Agreement, the Parties will reach mutual agreement regarding network security arrangements.

### (F)2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Qwest has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between Sprint PCS's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each.

#### (F)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

(F)2.1.1 ASR (Access Service Request) Ordering Process

(F)2.1.1.1 Qwest proposes the use of the existing EXACT system for orders placed using the ASR process. EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is

transmitted via an NDM connection to Qwest from Sprint PCS. It is Sprint PCS's responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(F)2.1.1.2 Type 2 interconnection can be ordered electronically via EXACT.

(F)2.1.1.3 Functions

(F)2.1.1.3.1 Submit ASR

This transaction allows Sprint PCS to submit the ASR.

(F)2.1.1.3.2 Firm Order Confirmation

Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to Sprint PCS. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(F)2.1.2 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from Sprint PCS to Qwest. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables Sprint PCS listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to Sprint PCS via an EDI 855 transaction.

(F)2.1.3 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to Sprint PCS consistent with the provisions of this Section.

## **(F)2.2 Hours of Operation**

Qwest Operational Support Systems will be available to Sprint PCS consistent with the Qwest retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

## **(F)2.3 Billing**

(F)2.3.1 For products billed out of the Qwest IABS system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

## **(F)2.4 Outputs**

(F)2.4.1 IABS Bill - The IABS (Interexchange Access Billing System) Bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The IABS Bill is only provided in the following media:

Paper  
NDM  
Diskette  
Magnetic Tape

(F)2.4.2 Files and Reports

(F)2.4.2.1 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between Qwest and Sprint PCS. For transit traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

Category 1101XX series records are used to exchange detailed access usage information.

Category 1150XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

These mechanized records are available from Qwest in the following formats:

NDM (direct connect or dial-up)  
Comet  
Tape  
Cartridge

A charge will apply for Category 1101XX and 1150XX records sent by Qwest to Sprint PCS in an EMR mechanized format. These records are used to provide information necessary for Sprint PCS to bill the originating carrier for jointly provided access services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part G of this Agreement.

### **(F)2.5 Modifications to OSS Interfaces**

Sprint PCS and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new,

or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three (3) months of initiating each review and to implement the changes within nine (9) months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

(F)2.5.1 In the course of establishing operational ready system interfaces between Qwest and Sprint PCS to support local service delivery, Sprint PCS and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Sprint PCS and Qwest will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

(F)2.5.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. Qwest will provide to Sprint PCS the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to Sprint PCS three (3) weeks prior to the release date. Sprint PCS is required to upgrade to the current release within six (6) months of the installation date.

(F)2.5.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

**(F)2.6 Sprint PCS Responsibilities for Implementation of OSS Interfaces**

(F)2.6.1 Before any Sprint PCS implementation can begin, Sprint PCS must completely and accurately provide detailed information needed by Qwest to establish service for Sprint PCS.

**(F)2.7 LSP Systems Help Desk**

(F)2.7.1 The LSP Systems Help Desk will provide a single point of entry for Sprint PCS to gain assistance in areas involving connectivity and File Outputs. These areas are further described below:

(F)2.7.1.1 Connectivity  
Connectivity covers trouble with Sprint PCS's access to the Qwest System for modem configuration requirements; T1 configuration and dial in string

requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

(F)2.7.1.2 File Outputs  
File outputs system errors are limited to IABS Bill and Category 11 Report.

(F)2.7.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(F)2.7.3 Hours of Operation  
The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays.

### **(F)3. ACCESS TO TELEPHONE NUMBERS**

(F)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(F)3.2 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

(F)3.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) 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 will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

(F)3.4 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

(F)3.5 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

### **(F)4. DIALING PARITY**

The Parties shall provide dialing parity to each other to the extent required by state or federal law. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

## **(F)5. MAINTENANCE**

### **(F)5.1 Service Levels**

(F)5.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equivalent to that which Qwest provides for itself and in a manner compliant with current Washington Commission requirements.

(F)5.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Sprint PCS to provide similar service quality to that provided by Qwest to its end users.

(F)5.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

### **(F)5.2 Service interruptions**

(F)5.2.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) 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; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(F)5.2.2 If it is confirmed that either Party is causing 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.

(F)5.2.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(F)5.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the

location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(F)5.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(F)5.2.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting Co-Providers and itself.

(F)5.2.5.2 The Parties shall cooperate in isolating trouble conditions.

(F)5.3 Trouble Isolation

(F)5.3.1 Trouble Isolation Charges may be imposed by Qwest on Sprint PCS for internal repair work incurred on behalf of Sprint PCS and later found to be in Sprint PCS network components.

(F)5.3.2 Sprint PCS shall isolate the trouble condition to the Qwest network prior to reporting the condition to Qwest.

(F)5.4 Work Center Interfaces

(F)5.4.1 Qwest and Sprint PCS shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

(F)5.5 Major Outages/Restoral/Notification

(F)5.5.1 Qwest will notify Sprint PCS of major network outages as soon as is practical. This notification will be via e-mail to Sprint PCS's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be nondiscriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

(F)5.5.2 Sprint PCS will supply Qwest with the current e-mail address for purposes of receiving this notification.

(F)5.5.3 Qwest will meet with associated personnel from Sprint PCS to share contact information and review Qwest's outage restoral processes and notification processes.

(F)5.5.4 Qwest's emergency restoration process operates on a 7X24 basis.

- (F)5.6 Proactive Maintenance
  - (F)5.6.1 Qwest will perform scheduled maintenance equivalent in quality to that which it provides to itself and in a manner compliant with current Washington Commission requirements.
  - (F)5.6.2 Qwest will work cooperatively with Sprint PCS to develop industry-wide processes to provide as much notice as possible to Sprint PCS of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.
- (F)5.7 Hours of Coverage
  - (F)5.7.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.
- (F)5.8 Escalations
  - (F)5.8.1 Qwest will provide trouble escalation procedures to Sprint PCS. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.
  - (F)5.8.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.
- (F)5.9 Dispatch
  - (F)5.9.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.
  - (F)5.9.2 Upon the receipt of a trouble report from Sprint PCS, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Sprint PCS require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Sprint PCS for those dispatch-related costs.
- (F)5.10 Jeopardy Management
  - (F)5.10.1 Notification to Sprint PCS will be given as soon as Qwest becomes aware that a trouble report interval is likely to be missed.
- (F)5.11 Trouble Screening
  - (F)5.11.1 Sprint PCS shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.



(F)5.12 Maintenance Standards

- (F)5.12.1 Qwest will cooperate with Sprint PCS to meet the maintenance standards outlined in this Agreement.
- (F)5.12.2 On Sprint PCS reported trouble, Qwest will inform Sprint PCS of repair completion as soon as is practical after its completion.

(F)5.13 Repair Call Handling

- (F)5.13.1 Manually-reported repair calls by Sprint PCS to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end users.

(F)5.14 Single Point of Contact

- (F)5.14.1 Qwest will provide a single point of contact for Sprint PCS to report maintenance issues and trouble reports 24 hours a day, 7 days a week.
- (F)5.14.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to Sprint PCS for each category of trouble situation being encountered.

(F)5.15 Maintenance Windows

- (F)5.15.1 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday and Saturday 10:00 p.m. through Monday 6:00 a.m.

**(F)6. BONA FIDE REQUEST PROCESS**

- (F)6.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a nondiscriminatory manner.
- (F)6.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Sprint PCS and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part G of this Agreement. The form will request, and Sprint PCS will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, Sprint PCS must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of Sprint PCS to provide the services that it seeks to offer, and that Sprint PCS's ability to compete would be significantly impaired or thwarted

without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, Sprint PCS must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Sprint PCS.

- (F)6.3 Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Sprint PCS of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Sprint PCS of the need for any additional information required to complete the analysis of the BFR.
- (F)6.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Sprint PCS a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
- (F)6.4.1 If Qwest determines during the thirty (30) day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, Qwest shall advise Sprint PCS as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten (10) business days after making such a determination, provide a written report setting forth the basis for its conclusion.
- (F)6.4.2 If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify Sprint PCS in writing of such determination within ten (10) business days.
- (F)6.4.3 As soon as feasible, but in any case within ninety (90) business days after Qwest notifies Sprint PCS that the BFR qualifies under the Act, Qwest shall provide to Sprint PCS a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
- (F)6.5 If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Sprint PCS must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- (F)6.6 If Sprint PCS has agreed to minimum volume and term commitments under the preceding paragraph, Sprint PCS may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Sprint PCS will

pay Qwest's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.

- (F)6.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

## **(F)7. AUDIT PROCESS**

- (F)7.1 "Audit" shall mean the comprehensive review of:

- (F)7.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
- (F)7.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

- (F)7.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

- (F)7.2.1 Either Party may request to perform an Audit.
- (F)7.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.
- (F)7.2.3 The Audit shall occur during normal business hours.
- (F)7.2.4 There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12) month period.
- (F)7.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- (F)7.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- (F)7.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

- (F)7.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- (F)7.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- (F)7.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- (F)7.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.
- (F)7.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Sprint PCS and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

## **(F)8. CONSTRUCTION CHARGES**

- (F)8.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Section of this Agreement.
- (F)8.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.

- (F)8.3 A quote for Sprint PCS's portion of a specific job will be provided to Sprint PCS. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Sprint PCS will be billed the quoted price and construction will commence after receipt of payment. If Sprint PCS chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Sprint PCS for the expense incurred for producing the engineered job design.
- (F)8.4 In the event a construction charge is applicable, Sprint PCS's service application date will become the date upon which Qwest receives the required payment.

**(F)9. SERVICE PERFORMANCE**

(F)9.1 General Provisions

- (F)9.1.1 Qwest and Sprint PCS agree that, under the Act, Qwest is required to provide Type 2 Interconnection Trunks to Sprint PCS and other Wireless Service Providers, for use as Telecommunications services, in a non-discriminatory manner. Accordingly, Qwest agrees to provide performance data to Sprint PCS in a manner that will assist in making a determination of whether Qwest has provided services to Sprint PCS in a non-discriminatory manner.
- (F)9.1.2 In no instance shall this Agreement be construed to require Qwest to provide superior levels of service to Sprint PCS in comparison to the level of service which Qwest provides service to itself or its own customers under current Washington Commission requirements.
- (F)9.1.3 Sprint PCS agrees to measure its performance for the applicable performance indicators listed below in providing required reciprocal services to Qwest.
- (F)9.1.4 Qwest may wish to procure other services than those referred to above from Sprint PCS. In such case, Qwest reserves the right to seek the applicable information regarding performance of Sprint PCS in the same or similar manner as described in this Agreement.
- (F)9.1.5 As further specified in this Section, Qwest will provide results for the list of performance indicators identified for Interconnection Type 2 services.

(F)9.2 Performance Indicators

(F)9.2.1 Ordering and Provisioning Indicators

Average Installation Intervals Delivered  
Installation Commitments Met  
Installation Trouble Reports  
Average Firm Order Confirmation Interval  
Sprint PCS Caused Missed Installation Commitments  
Average Speed of Answer - Qwest Provisioning Center

Percent Calls Answered within Standard Interval - Qwest  
Provisioning Center

(F)9.2.2 Maintenance and Repair Indicators

Mean Time to Restore  
Repair Repeat Report Rate  
Troubles Cleared within 4 Hours  
Sprint PCS Caused Trouble Reports  
Average Speed of Answer - Qwest Repair Center  
Percent Calls Answered within Twenty Seconds - Qwest  
Repair Center

(F)9.2.3 Network Interconnection

Percent Final Trunk Groups Blockage  
Average Final Trunk Group Utilization

(F)9.3 Performance Results

Qwest will provide performance results for the performance indicators listed above for Sprint PCS, other Wireless Service Providers, and, where applicable, Qwest customers. For Type 2 Interconnection Trunks, Qwest will provide performance results for trunks procured by Sprint PCS and other Wireless Service Providers (which utilize joint planning and forecasting with Qwest in procuring trunks), and the performance results for trunk services which Qwest provides to its affiliates which furnish Telecommunications Services. If Sprint PCS does not participate in joint planning, only Sprint PCS results will be provided.

(F)9.4 The performance results provided to Sprint PCS by Qwest shall be consistent with the current version of the Qwest Performance Indicators Descriptions (PID). These descriptions shall be the exclusive description used by both Sprint PCS and Qwest when discussing performance results.

(F)9.5 The performance results provided under the Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Confidential Information" as provided in this Agreement.

(F)9.6 Service Performance – Reported Events

(F)9.6.1 When applicable, the Parties will report service-related performance results for all "events." An "event" is the activity that generates the measurement.

(F)9.6.2 The Parties will report Sprint PCS results referenced above provided the other Party has ordered and is utilizing the services reported.

(F)9.6.3 The Parties will provide the reports on a calendar monthly basis. These reports will be provided within forty-five (45) calendar days of the close of the preceding month. The Parties agree not to

perform their initial analysis, if any, to determine whether any trend suggesting that non-compliance with the Act may be occurring until the Party has collected six (6) months of data and such trend analysis will be completed retroactively utilizing no less than each of three (3) consecutive months' data.

(F)9.7 Statistically and Operationally Significant Difference in Reported Trend Results

The Parties agree that a statistically and operationally significant trend of occurrences over a period of each of three (3) or more consecutive months must occur before any conclusions may be drawn from the data. Determination of the significance of a difference in each month service performance indicator results shall be based on a standard deviation or mean test, commonly referred to as a "z-test." A difference in results will be deemed significant if the one-tailed test shows with ninety-nine (99%) percent confidence, that service operations provided to the other Party are inferior to similar operations provided by the Party to itself, or which favors other customers, as applicable.

If a statistically and operationally significant difference has occurred in the trend results, the Parties shall meet on at least a monthly basis to discuss the Parties efforts to end the statistically and operationally significant difference in trend results. If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall have three (3) months to correct the difference in the trend results. If the statistically and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, can be taken by either Party with respect to that difference.

If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Agreement shall apply.

(F)9.8 Delaying Events

A Party's failure to meet a requirement in this Section of the Interconnection Agreement shall not be included when that failure is a result, directly or indirectly, of a delaying event.

A "Delaying Event" means:

- (a) Failure by either Party to perform any of its obligations set forth in this Agreement;
- (b) Any delay, act or failure to act by an end user agent or subcontractor of the other Party, or
- (c) Any Force Majeure event.

If a delaying Event prevents either Party from performing a measured activity event, then such measured activity event shall be excluded from the performance indicator(s).

- (F)9.9 **Records**  
Each Party shall maintain complete and accurate records, for the specified review period, of its performance under this Agreement, for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information."
- (F)9.10 **Joint Defense and Advocacy**  
The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the Telecommunications Act of 1996 and wholesale services performance measurement reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.
- (F)9.11 **Cost Recovery**  
Each Party reserves the right to recover the cost associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

## **(F)10. NETWORK STANDARDS**

- (F)10.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.
- (F)10.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.
- (F)10.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:
- (F)10.3.1 **Switching**  
GR-954-CORE LIDB  
GR-2863-CORE AIN  
GR-1428-CORE Toll Free Service  
GR-1432-CORE TCAP  
GR-905-CORE ISUP  
GR-1357-CORE Switched Fractional DS1



GR-1298-CORE AIN Switching System Generic Requirements  
GR-1299-CORE AIN Service Control Point Adjunct Interface  
Generic Requirements  
TR-NWT-001284 AIN 0.1 Switching System Generic  
Requirements  
GR-905-CORE Common Channel Signaling Network Interface  
Specification  
GR-1432-CORE CCS Network Interface Specification Telcordia  
TR-TSY-000540, Issue 2R2  
GR-305-CORE  
GR-1429-CORE  
GR-2863-CORE  
FR-64 LATA LSSGR  
GR-334-CORE Switched Access Service  
TR-NWT-000335 Voice Grade Special Access Services  
TR-TSY-000529 Public LSSGR  
TR-NWT-000505 LSSGR Call Processing  
FR-NWT-000271 OSSGR  
TR-NWT-001156 OSSGR Subsystem  
SR-TSY-001171 System Reliability Analysis

(F)10.3.2 Transport  
Telcordia FR-440  
TR-NWT-000499 (TSGR) Transport Systems Generic  
Requirements  
GR-820-CORE Generic Transmission Surveillance; DS1 and DS3  
Performance  
GR-253-CORE Synchronous Optical Network Systems (SONET)  
TR-NWT-000507 Transmission  
TR-NWT-000776 NID for ISDN Subscriber Access  
TR-INS-000342 High Capacity Digital Special Access Service  
ST-TEC-000051 & 52 Telecommunications Transmission  
Engineering Handbooks Volumes 1 & 2  
TR-NWT-000133 Generic Requirements for Network Inside Wiring

(F)10.4 Interface  
Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

(F)10.5 The Parties will cooperate in the development of national standards for  
Interconnection elements as the competitive environment evolves.

(F)10.6 Qwest Technical Publications have been developed to support service  
offerings, inform end users and suppliers, and promote engineering  
consistency and deployment of developing technologies. For a complete  
listing and to place orders for Qwest Technical Publications, contact:

Faison Office Products Company  
3251 Revere St., Suite 200  
Aurora, CO 80011  
800-777-3672

Fax – 303-340-1905

## PART G - RATES

Type 2 Wireless Interconnection

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(G)1	Trunks		USOC	Recurring	Nonrecurring
(G)1.1	2A Trunk - 4 wire Digital				
(G)1.1.1	2A 1 Way In (Land to Mobile)				
	Initial	MZV1X	N/A	\$83.16	
	Subsequent	M5Y1X	N/A	\$83.16	
(G)1.1.2	2A 1 Way Out (Mobile to Land)				
	Initial	MZV0X	N/A	\$83.16	
	Subsequent	M5Y0X	N/A	\$83.16	
(G)1.1.3	2A 2 Way				
	Initial	MZV2X	N/A	\$83.16	
	Subsequent	M5Y2X	N/A	\$83.16	
(G)1.2	2B Trunk - 4 wire Digital				
(G)1.2.1	2B 1 Way In (Land to Mobile)				
	Initial	MZW1X	N/A	\$83.16	
	Subsequent	M6Y1X	N/A	\$83.16	
(G)1.2.2	2B 1 Way Out (Mobile to Land)				
	Initial	MZW0X	N/A	\$83.16	
	Subsequent	M6Y0X	N/A	\$83.16	
(G)1.2.3	2B 2 Way				
	Initial	MZW2X	N/A	\$83.16	
	Subsequent	M6Y2X	N/A	\$83.16	
(G)1.3	Equal Access - 4 wire Digital				
(G)1.3.1	1 Way Out (Mobile to Land)				
	Initial	MYV0X	N/A	\$83.16	
	Subsequent	MYV0X	N/A	\$83.16	
(G)1.3.2	2 Way				
	Initial	MYV2X	N/A	\$83.16	
	Subsequent	MYV2X	N/A	\$83.16	
(G)1.4	2D - 4 Wire Digital - Operator				
	1 Way Out (Mobile to Land)				
	Initial	MZFOX	N/A	\$83.16	
	Subsequent	MZFOX	N/A	\$83.16	
(G)1.5	Trunk Routing Change -				
	Per Type 2 Trunk Group				
(G)1.5.1	2A Direct Final to Alternate Final	NRB2F	N/A	\$78.62	
(G)1.5.2	Type 2 Routing Translation Change	NRB2H	N/A	\$78.62	

Type 2 Wireless Interconnection

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<b>(G)2 Reciprocal Traffic Exchange</b>		<b>USOC</b>	<b>Recurring</b>	<b>Nonrecurring</b>	
(G)2.1	Entrance Facilities				
(G)2.1.1	DS1	MF31X	\$76.70	\$447.65	
	Disconnect			\$98.34	
(G)2.1.2	DS3	MF33X	\$314.05	\$556.56	
	Disconnect			\$97.19	
(G)2.2	Direct Trunked Transport	<b>USOC</b>	<b>Fixed</b>	<b>Per Mile</b>	<b>Non-recurring</b>
(G)2.2.1	DSO 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DSO Over 0 to 8 Miles	XU2T1	\$16.59	N/A	\$29.81
		JZ3TA	N/A	\$0.10	N/A
	DSO Over 8 to 25 Miles	XUWT2	\$16.59	N/A	\$29.81
		JZ3TB	N/A	\$0.07	N/A
	DSO Over 25 to 50 Miles	XUWT3	\$16.58	N/A	\$29.81
		JZ3TC	N/A	\$0.07	N/A
	DSO Over 50 Miles	XUWT4	\$16.59	N/A	\$29.81
		JZ3TD	N/A	\$0.14	N/A
(G)2.2.2	DS1 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DS1 Over 0 to 8 Miles	XUWJ1	\$33.12	N/A	\$227.58
		JZ3JA	N/A	\$0.51	N/A
	DS1 Over 8 to 25 Miles	XUWJ2	\$33.12	N/A	\$227.58
		JZ3JB	N/A	\$0.65	N/A
	DS1 Over 25 to 50 Miles	XUWJ3	\$33.13	N/A	\$227.58
		JZ3JC	N/A	\$2.30	N/A
	DS1 Over 50 Miles	XUWJ4	\$33.13	N/A	\$227.58
		JZ3JD	N/A	\$2.70	N/A
(G)2.2.3	DS3 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DS3 Over 0 to 8 Miles	XUWK1	\$224.72	N/A	\$227.58
		JZ3KA	N/A	\$10.60	N/A
	DS3 Over 8 to 25 Miles	XUWK2	\$225.41	N/A	\$227.58
		JZ3KB	N/A	\$11.55	N/A
	DS3 Over 25 to 50 Miles	XUWK3	\$231.08	N/A	\$227.58
		JZ3KC	N/A	\$30.34	N/A
	DS3 Over 50 Miles	XUWK4	\$233.13	N/A	\$227.58
		JZ3KD	N/A	\$34.70	N/A
			<b>Recurring</b>	<b>Nonrecurring</b>	
(G)2.2.4	Multiplexing, DS1 to DSO	MXG1X	\$175.23	\$212.11	
	Disconnect			\$79.02	
(G)2.2.5	Multiplexing, DS3 to DS1	MXG3X	\$170.08	\$219.60	
	Disconnect			\$79.02	
<b>(G)2.3</b>	<b>Symmetrical Reciprocal Compensation Rate to Terminate IntraMTA Traffic</b>		<b>Per MOU</b>		

	Transport and Termination	N/A	Bill and Keep	
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**Type 2 Wireless Interconnection**

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<b>(G)2.4</b>	<b>Transit Traffic</b>	<b>Per MOU</b>	
(G)2.4.1	Transit Local	\$0.0027720	
(G)2.4.2	Transit toll	\$0.0029240	
(G)2.5	Cancellation Charges	Applicable Access Tariff	
(G)2.6	Expedite Charge	Applicable Access Tariff	
(G)2.7	Construction Charges	Individual Case Basis(ICB)	
(G)2.8	Jointly Provided Switched Access	Applicable Switched Access Tariff	

<b>(G)3</b>	<b>Local number Portability</b>	<b>Recurring</b>	<b>Nonrecurring</b>
(G)3.1	LNP Queries	FCC Tariff #5	

<b>(G)4 Directory Assistance</b>			
(G)4.1	Regional Directory Assistance, Per Call	\$0.35	
(G)4.2	National Directory Assistance, Per Call	\$0.36	
(G)4.3	Custom Call Branding, setup and recording		\$10,500.00
(G)4.4	Loading Brand		\$175.00
(G)4.5	Call Completion Link, Per Call	\$0.09	

<b>(G)5 White Pages Directory Listings</b>			
(G)5.1	Primary Listing	No Charge	
(G)5.2	Premium/Privacy Listing	General Exchange Tariff	

<b>(G)6 Directory Assistance List Information</b>			
(G)6.1	Initial Database Load, per Listing	\$0.025	
(G)6.2	Reload of Data Base, per Listing	\$0.020	
(G)6.3	Daily Updates, per Listing	\$0.05	
(G)6.4	One-time Set Up Fee		\$81.21/hour
(G)6.5	Media Charges for File Delivery		
(G)6.5.1	Electronic transmission	\$0.002	
(G)6.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	\$30/tape	
(G)6.5.3	Shipping Charges (for tape delivery)	Actual rate charged by carrier selected	

<b>(G)7 Toll and Assistance Operator Services</b>			
(G)7.1	Busy Line Verification, per call	\$0.73	
(G)7.2	Busy Line Verification Interrupt, per call	\$0.87	
(G)7.3	Operator Handled, per operator work second	\$0.01	
(G)7.4	Machine Handled, per call	\$0.12	

**Type 2 Wireless Interconnection**

**Washington Rates  
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<b>(G)8 Advanced Intelligent Network (AIN)</b>		<b>Recurring</b>	<b>Nonrecurring</b>
(G)8.1	AIN Service Creation Environment	ICB	
(G)8.2	Access to AIN Operational Support Systems/Service Management		ICB
(G)8.3	AIN Query Processing, per query	ICB	

<b>(G)9 Line Information Database (LIDB)</b>			
(G)9.1	LIDB Storage	No Charge	
(G)9.2	Line Validation Administration System Access (LVAS)		ICB
(G)9.2.1	LIDB Line Record Initial Load		
	Up to 20,000 Records		\$2601.00
	Over 20,000 Records		ICB
(G)9.2.2	Mechanized Service Account Update, per addition or update		ICB
(G)9.2.3	Individual Line Record Audit		ICB
(G)9.2.4	Account Group Audit		ICB
(G)9.2.5	Expedited Request Charge for Manual Updates		ICB
(G)9.3	LIDB Query Service, per query	\$0.00147	
(G)9.4	Fraud Alert Notification, per alert	No Charge	

<b>Access to Poles, Ducts, Conduits and Rights of Way</b>			
	Pole Inquiry Fee, per Mile		\$319.12
	Innerduct Inquiry Fee, per Mile		\$383.60
	ROW Inquiry Fee		\$141.77
	ROW Doc Prep Fee		\$141.77
	Field Verification Fee, per Pole		\$35.44
	Field Verification Fee, per Manhole		\$460.75
	Planner Verification, Per Manhole		\$15.81
	Manhole Verification Inspector Per Manhole		\$283.54
	Manhole Make-Ready Inspector, per Manhole		\$425.31
	Pole Attachment Fee, per Foot, per Year	\$3.81	
	Innerduct Occupancy Fee, per Foot, per Year	\$0.38	
	Access Agreement Consideration		\$10.00
	Make Ready		ICB

<b>(G)11 8XX Database Query Service</b>			
(G)11.1	Per Query	\$0.00147	
(G)11.2	POTS Translation	\$0.000001	
(G)11.3	Call Handling & Destination Feature	\$0.000004	

<b>(G)12 Bona Fide Request Process</b>			
(G)12.1	Processing Fee		\$2,128.00

<b>(G)13 Construction Charges</b>		<b>ICB</b>	<b>ICB</b>

<b>(G)14 Usage Record File, per record</b>		<b>\$0.0011</b>	

<b>(G)15 Category 11 Mechanized Record Charge, per record</b>		<b>\$0.0025</b>	





## PART H - SIGNATURE

### Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

### Sprint Spectrum L. P.\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Qwest Corporation\*

\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Business Policy  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\* Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement, or to reform the agreement as the result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.**