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December 21, 2007

VIA COURIER

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Adoption by Nextel West Corp. ("Nextel") of the Existing Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001
PSC 2007-00255

Dear Ms. O'Donnell:

Enclosed for filing in the above-referenced case are the original and ten (10) copies of AT&T Kentucky's Motion for Reconsideration.

Sincerely,

Mary K. Keyer
General Counsel-KY

Enclosures

cc: Parties of record

699654

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Adoption by Nextel West Corp. ("Nextel")	)	
Of the Existing Interconnection Agreement	)	
By and Between BellSouth	)	CASE NO.
Telecommunications, Inc. and Sprint	)	2007-00255
Communications Company Limited Partnership,	)	
Sprint Communications Company L.P.,	)	
Sprint Spectrum L.P." dated January 1, 2001	)	

AT&T KENTUCKY'S MOTION FOR RECONSIDERATION

Pursuant to KRS § 278.400, BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T Kentucky"), respectfully requests that the Kentucky Public Service Commission ("Commission") reconsider its order dated December 18, 2007 ("Order"). AT&T Kentucky respectfully submits that because the Order not only denied the Motion to Dismiss filed by AT&T Kentucky on July 5, 2007, but also granted the adoption by Nextel West Corp. ("Nextel") of the interconnection agreement between AT&T Kentucky and Sprint Communications Company Limited Partnership, Sprint Communications Company, L.P., and Sprint Spectrum L.P., the Order is procedurally flawed. Resolution of AT&T Kentucky's Motion to Dismiss was a threshold matter in this Docket, and did not address all the underlying substantive issues.

Should the Commission continue exercising jurisdiction over this matter,[1] then proper resolution requires a hearing on the merits, and AT&T should not be precluded from bringing its case-in-chief to the Commission for final resolution. The Commission should grant rehearing to permit AT&T Kentucky to provide factual evidence demonstrating that, for substantive reasons (beyond the procedural basis that was before the Commission in the Motion to Dismiss) adoption of the Agreement is improper.

For these reasons, and as is further explained below, AT&T Kentucky respectfully requests that the Commission reconsider its Order, and if the Commission continues asserting jurisdiction, schedule a hearing on the merits and enter a final order based upon evidence to be adduced at hearing. The Commission should also reconsider and hold in abeyance, pending resolution of this Motion, the requirement that the parties submit an executed adoption within 20 days of the Order. Holding the Order in abeyance pending the outcome of this Motion will conserve the resources of the Commission and its Staff, as well as the parties to this proceeding.

STANDARD FOR RECONSIDERATION

KRS § 278.400 allows any party to apply for reconsideration with respect to "any of the matters" determined by the Commission. The Commission, in construing KRS § 278.400, has determined that "the administrative agency retains full authority to reconsider or modify its order during the time it retains control over any question under submission to it." Order on Rehearing, *General*

[1] For all of the reasons set forth in AT&T Kentucky's Objection to and Motion to Dismiss Nextel's Notice of Adoption, the Commission should reconsider its finding (implicit in the Order), that it possesses jurisdiction to interpret AT&T's FCC Merger Commitments.

Adjustments in Electric Rates of Kentucky Power Company, Case No. 7489, at 3 (June 27, 1980). Further, the Commission can reconsider an order based upon evidence adduced at the initial hearing or new evidence presented at rehearing. *See* Order, *Adjustment of the Rates of Kentucky-American Water Company*, Case No. 2000-120, at 2-3 (Feb. 26, 2001).

DISCUSSION

In its Petition For Approval of Adoption of The BellSouth-Sprint Interconnection Agreement ("Petition"), Nextel asserts that, in making the adoption, it is relying upon Merger Commitments Nos. 1 and 2, and Section 252(i) of the Telecommunications Act of 1996. *See* Petition at 1. However, in each instance, Nextel Partner's attempted adoption is defective and should therefore be denied.

I. Nextel Partner's Attempted Adoption Does Not Comply With The Merger Commitments.

In its Petition, Nextel claims to rely on "the interconnection-related Merger Commitments Nos. 1 and 2 ordered by the Federal Communications Commission ("FCC") in the AT&T Inc. and BellSouth Corp. merger proceeding, and Section 252(i) of the Telecommunications Act of 1996 ("Act")..." *Id.* The merger commitments Nextel refers to are as follows:

> 1. The AT&T/BellSouth ILEC shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to

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

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

Neither of these Merger Commitments supports the adoption requested by Nextel.

The first Merger Commitment applies only when a carrier wants to take an interconnection agreement from one state and operate under that agreement in a different state (which often is referred to as "porting" an agreement from one state into another state). That is precisely why the commitment contains language such as "subject to state-specific pricing and performance plans and technical feasibility," and "consistent with the laws and regulatory requirements of the state for which the request is made." That language is necessary only when an agreement that was approved in one state is ported into another state.

Notably, prior to this Merger Commitment carriers did not have the right to port an agreement from one state to another—they only had the right to adopt approved agreements within a given state consistent with the provisions of 47 U.S.C. § 252(i) and the FCC's rules implementing

those provisions. That fact further demonstrates that this Merger Commitment does not address the in-state adoption rights carriers *already had*. Instead, this Merger Commitment provides carriers certain state-to-state porting rights that they previously did not have.

In the instant case, Nextel is not seeking to port an agreement from another state into Kentucky; it is attempting to use the Merger Commitment to adopt the Kentucky AT&T/Sprint interconnection agreement. *See* Notice of Adoption at 1. Such an adoption was not contemplated under the Merger Commitment and is improper. Therefore, the Commission should reconsider the matter and deny the adoption request.

Likewise, the second Merger Commitment does not support Nextel's attempted adoption. Although the second Merger Commitment (unlike the first) applies to in-state adoption requests, it has absolutely no bearing on Nextel's request. This Merger Commitment simply states that under specified conditions, AT&T Kentucky "shall not refuse a request…to opt into an [interconnection] agreement on the ground that the agreement has not been amended to reflect changes of law." AT&T Kentucky does not dispute that the Sprint agreement has been amended to reflect changes of law, and AT&T Kentucky's objection to Nextel's request is not based on any "change of law" issues.

Therefore, this Merger Commitment is entirely inapplicable to this dispute. Nextel's reliance on this Merger Commitment for the attempted

adoption is misplaced and should therefore be reconsidered and denied by the Commission.

II. Nextel's Attempted Adoption Does Not Comply With Section 252(i).

Nextel also based its attempted adoption on Section 252(i) of the Act. *See* Notice of Adoption at 1. Section 252(i) provides:

> A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

This provision does not support Nextel's attempted adoption because Nextel is not seeking to adopt the Sprint interconnection agreement "upon the same terms and conditions as provided in the agreement." That is so because the Sprint agreement addresses a unique mix of wireline and wireless items, and Nextel is a solely wireless carrier. Allowing Nextel to adopt the Sprint interconnection agreement would result in an agreement that would be contrary to FCC rulings and internally inconsistent.

First, Nextel cannot avail itself of all of the interconnection services and network elements provided within the Sprint agreement. The Sprint agreement contains negotiated terms and conditions between AT&T Kentucky and the following Sprint entities: wireline providers Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC"); and wireless providers Sprint Spectrum L.P. and SprintCom, Inc. (collectively "Sprint PCS"). The Sprint interconnection

agreement, therefore, addresses a unique mix of wireline and wireless items (such as traffic volume, traffic types, and facility types), and it reflects the outcome of negotiated gives and takes that would not have been made if the agreement addressed only wireline services or only wireless services.

Nextel is not seeking to adopt the Sprint agreement "upon the same terms and conditions as provided in the agreement." The terms and conditions of the Sprint interconnection agreement clearly apply only when the non-ILEC parties to the agreement are providing both wireline and wireless services. Nextel, however, does not provide both services in Kentucky. Nextel only provides wireless services in Kentucky, and is not even certificated to provide wireline service in the State.

AT&T rarely enters into a single interconnection agreement addressing both wireline and wireless services and, as noted above, the Sprint interconnection agreement reflects the outcome of negotiated gives and takes that would not have been made if the agreement addressed only wireline services or only wireless services. Attachment 3, Section 6.1 of the Sprint interconnection agreement, for instance, expressly states that "The Parties' agreement to establish a bill-and-keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic."[2]

To allow Nextel to adopt the Sprint interconnection agreement, therefore, would disrupt the dynamics of the terms and conditions negotiated between

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[2] Attachment 3, Section 6.1 of the agreement is attached hereto as Exhibit A.

AT&T Kentucky and the parties to the Sprint interconnection agreement and, in this case, AT&T Kentucky would lose the benefits of the bargain negotiated with those parties. For example, AT&T Kentucky would be denied the benefit of the bargain it negotiated regarding interconnection compensation. Specifically, Attachment 3, Section 6.1.1 of the Sprint agreement establishes a "bill-and-keep" arrangement for usage on CLEC local traffic, ISP-bound traffic, and wireless local traffic. AT&T Kentucky would not enter into a bill-and-keep arrangement in a vacuum with a strictly wireless carrier such as Nextel.

Another example of how AT&T Kentucky would be denied the benefit of its bargain if forced to allow Nextel to adopt the multi-party Sprint agreement concerns the cost of interconnection facilities. Section 2.3.2 establishes a 50/50 split for the cost of interconnection facilities for wireless traffic, or as the agreement states, "[t]he cost of the interconnection facilities...shall be shared on an equal basis." In a vacuum, with a sole wireless carrier such as Nextel, AT&T Kentucky would not likely enter into this particular split for wireless traffic. Similarly, Section 2.9.5.1 establishes a 50/50 split for the cost of interconnection facilities for handling transit traffic, ISP-bound traffic and intraLATA toll traffic for the Sprint CLEC. This particular split is unusual for CLEC traffic, and AT&T Kentucky would not likely agree to such an arrangement with a stand-alone CLEC provider.

Furthermore, implementing the adoption would violate FCC rules.

III. Granting The Adoption Violates FCC Rules.

As explained above, both wireless and wireline carriers are parties to the Sprint interconnection agreement. If Nextel were allowed to adopt the Agreement such adoption would erroneously suggest that Nextel could avail itself of provisions in the Agreement that apply only to CLECs. For example, Attachment 2 of the Sprint agreement allows the Sprint CLEC entities to purchase unbundled network elements ("UNEs") from AT&T Kentucky. Allowing Nextel to adopt the agreement would result in erroneously suggesting that Nextel can purchase UNEs from AT&T Kentucky. Nextel only provides wireless services in Kentucky, and in its *Triennial Review Remand Order*, the FCC ruled that:

> Consistent with [the D.C. Circuit Court of Appeal's opinion in] USTA II, we deny access to UNEs in cases where the requesting carrier seeks to provide service exclusively in a market that is sufficiently competitive without the use of unbundling. In particular, we deny access to UNEs for the exclusive provision of mobile wireless services . . . .[3]

Nextel, therefore, cannot purchase UNEs from AT&T Kentucky.

That is but one example of why granting the adoption would violate the FCC rules. There are various other terms and conditions within the agreement that cannot be applied to Nextel as a stand-alone wireless carrier. However, without waiving argument regarding those additional impediments to the adoption, AT&T Kentucky will refrain from discussing each at length within this pleading.[4]

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[3] *See* Order On Remand, *In the Matter of Unbundled Access to Network Elements Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 20 F.C.C.R. 2533 at ¶34 (February 4, 2005)(emphasis added).

[4] AT&T Kentucky will proffer witness testimony to discuss these issues in full at hearing.

Furthermore, the agreement cannot be revised to address this issue because the FCC has ruled that a carrier is no longer permitted to "pick and choose" the provisions in an approved agreement that it wants to adopt. Instead, the FCC has adopted an "all-or-nothing rule" that requires a requesting carrier seeking to avail itself of terms in an interconnection agreement to adopt the agreement in its entirety, taking all rates, terms, and conditions from the adopted agreement.[5]

Allowing Nextel to "adopt" the Sprint interconnection agreement after revising the agreement to clarify which provisions Nextel can and cannot use would be contrary to this FCC ruling.

CONCLUSION

Interpretation of the Merger Commitments should be left to the FCC. The Merger Commitments upon which Nextel relies for its attempted adoption are inapplicable. Nextel's reliance on Section 252(i) is also misplaced, since the agreement cannot be made available to Nextel "upon the same terms and conditions as those provided in the agreement." Given that Nextel cannot take the entire agreement, allowing the adoption would violate the FCC's "all-or-nothing rule."

For these reasons, AT&T Kentucky respectfully requests the Commission to reconsider its December 18, 2007 decision and deny the adoption request filed by Nextel in this matter or, in the alternative, the Commission enter a procedural

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[5] *See* Second Report and Order, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 19 F.C.C.R. 13494 at ¶1 (July 13, 2004)(emphasis added).

schedule, schedule a hearing on the underlying merits of this matter and enter a final order based upon evidence to be adduced at hearing. AT&T Kentucky further requests the Commission reconsider and hold in abeyance, pending resolution of this Motion, the requirement that the parties submit an executed adoption within 20 days of the Order.

Respectfully submitted, this 21st day of December, 2007.

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Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

1. Definitions

Dedicated Transport. Dedicated Transport is defined as transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

Interoffice Channel Dedicated Transport. Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated Serving Wire Center and the first point of switching on the other Party's common (shared) network.

Local Channel. A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated Serving Wire Center.

Dark Fiber Transport. Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

Shared Transport. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

Fiber Meet. Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

ISP-Bound Traffic. ISP-Bound Traffic is defined as telecommunications traffic delivered to an information service provider ("ISP"). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

Local Traffic:

CLEC Local Traffic. CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

Serving Wire Center. For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

Transit Traffic. Transit Traffic is traffic originating on Sprint CLEC's network that is switched and/or transported by BellSouth and delivered to a third party's network or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Sprint CLEC's network.

Wireless Intermediary Traffic. Wireless Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than Sprint PCS through the network of BellSouth or Sprint PCS from or to an end user of BellSouth or Sprint PCS.

Tandem Switching. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.319 (c) (2).

End Office Switching. For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

Physical Point of Interconnection. A Point of Interconnection is the physical telecommunications interface between BellSouth and Sprint's interconnection functions. It establishes the technical interconnection and point of operational responsibility and defines the point at which call transport and termination reciprocal compensation responsibility begins. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

Virtual Point of Interconnection (VPOI) is defined as the Point of Interconnection specified pursuant to Section 2.8.1.1 for delivery of BellSouth originated traffic to Sprint CLEC from which Sprint CLEC agrees to pay BellSouth for Interoffice Dedicated Transport for BellSouth to transport Local Traffic and ISP-Bound Traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint CLEC. A VPOI may be established in any BellSouth basic local calling area (1) to which Sprint CLEC has assigned a Sprint CLEC NPA/NXX, (2) which meets the criteria in 2.8.1.1, and (3) to which Sprint CLEC does not want BellSouth to establish a Physical Point of Interconnection as set forth above. Compensation for said transport is as set forth in the Interconnection Compensation section of this Attachment.

2. Network Interconnection

2.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to BellSouth for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.

2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint CLEC and BellSouth agree to interconnect their networks through existing and/or new interconnection facilities between Sprint CLEC's switch(es) and BellSouth End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and BellSouth's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

2.3 Wireless Network Interconnection

2.3.1 There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

2.3.2 BellSouth and Sprint PCS will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Sprint PCS desires to serve, or Sprint PCS may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. BellSouth and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. The cost of the

interconnection facilities between BellSouth and Sprint PCS switches within BellSouth's service area shall be shared on an equal basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.

2.3.3 BellSouth and Sprint PCS will establish trunk groups from the interconnecting facilities of subsection 2.3.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Sprint PCS as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Sprint PCS's Mobile Telephone Switching Offices within BellSouth's service territory, and Sprint PCS will provide or bear the cost of all trunk groups for the delivery of traffic from Sprint PCS to each BellSouth access tandem and end office at which BellSouth and Sprint PCS interconnect.

2.3.4 BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless traffic is Local or Non-Local. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network.

2.3.5 When BellSouth and Sprint PCS provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

2.3.6 The ordering and provision of all services purchased from BellSouth by Sprint PCS shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

2.4 Physical Collocation Interconnection

2.4.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

2.5 Virtual Collocation Interconnection

2.5.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes for BellSouth to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.

2.6 Interconnection via Leased Dedicated Transport Facilities

2.6.1 For purposes of call transport and termination, Sprint CLEC or BellSouth as the originating party may obtain Local Channel and Interoffice Channel dedicated transport facilities to interconnect with the terminating Party as set forth below. The Parties shall utilize dedicated transport facilities if the traffic destined for that facility exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. The Parties shall charge for such facilities as set forth in Exhibit A to this Attachment. The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint CLEC, pursuant to 47 CFR §51.711(b) demonstrates that its costs support rates for trunks and associated dedicated transport other than as set forth in Exhibit A, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

2.6.1.1 Sprint CLEC or BellSouth as the originating Party may obtain Local Channel dedicated transport facilities from the terminating Party from the originating Party's Point of Interconnection to the Serving Wire Center.

2.6.1.2 Sprint CLEC or BellSouth as the originating Party may obtain Interoffice Channel dedicated transport facilities from the terminating Party from the Serving Wire Center to the terminating Party's switch to which the originating Party desires interconnection.

2.7 Fiber Meet Interconnection

2.7.1 Fiber Meet Interconnection between BellSouth and Sprint CLEC can occur at any mutually agreeable, economically and technically feasible point between Sprint CLEC's premises and a BellSouth Tandem or End Office within a LATA.

2.7.2 If Sprint CLEC elects to interconnect with BellSouth pursuant to a Fiber Meet, Sprint CLEC and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at technically feasible transmission speeds as mutually agreed to by the Parties. Sprint CLEC and BellSouth shall work jointly to determine the specific transmission system to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical

specifications will be designed so that Sprint CLEC or BellSouth may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Sprint CLEC or BellSouth will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).

2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Sprint CLEC and BellSouth, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by Sprint CLEC and BellSouth pursuant to the requirements of this section.

2.7.3.1 Design One: Sprint CLEC's fiber cable (four fibers) and BellSouth's fiber cable (four fibers) are connected at an economically and technically feasible point between Sprint and BellSouth locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point meet.

2.7.3.2 Design Two: Both Sprint CLEC and BellSouth each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint CLEC and BellSouth. BellSouth will provide the fibers associated with the "working" side of the system. Sprint CLEC will provide the fibers associated with the "protection" side of the system. Sprint CLEC and BellSouth will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint CLEC and BellSouth will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

2.7.4 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting BellSouth wire center.

2.7.5 Sprint CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting Sprint wire center.

2.7.6 Sprint CLEC and BellSouth may mutually agree upon an economically and technically feasible Point of Interconnection outside the interconnecting BellSouth wire center as a Fiber Meet point. BellSouth shall make all necessary preparations to receive, and to allow and enable Sprint CLEC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will

be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint CLEC , Point of Interconnection to BellSouth).

2.7.7 Sprint CLEC shall deliver and maintain Sprint CLEC's fiber optic facility wholly at its own expense. Upon verbal request by Sprint CLEC, BellSouth shall allow Sprint CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint CLEC and BellSouth agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

2.7.9 Sprint CLEC and BellSouth will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint CLEC and BellSouth will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint CLEC and BellSouth.

2.7.10 Sprint CLEC and BellSouth shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.

2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

2.7.12 Neither Sprint CLEC or BellSouth shall charge the other for its portion of the Fiber Meet facility used exclusively for non transit Local Traffic (i.e. Local Channel). Charges incurred for other services including dedicated transport facilities from the Fiber Meet to the point where the facilities terminate if applicable will apply.

2.8 Points of Interconnection

2.8.1 A minimum of one Physical Point of Interconnection shall be established in each LATA in which Sprint CLEC originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with BellSouth. The location of the initial Physical Point of Interconnection shall be established by mutual agreement of BellSouth and Sprint CLEC. In selecting the initial Physical Point of Interconnection, both BellSouth and Sprint CLEC will act in good faith and select

the point that is most efficient for both BellSouth and Sprint CLEC. Sprint CLEC and BellSouth shall each be responsible for engineering and maintaining the network on its side of the Physical Point of Interconnection. Establishment of an initial Physical Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area. If Sprint CLEC and BellSouth are not able to reach mutual agreement on an initial Physical Point of Interconnection within 30 calendar days of the date of the written request, Sprint CLEC may designate a POI for the delivery and receipt of traffic at any existing Sprint Interexchange Carrier (IXC) Point of Presence (POP) location or, if not at an existing Sprint IXC POP, at a location that is within five (5) miles of a BellSouth tandem or end office. In the event that Sprint CLEC designates a POI that is not in a BellSouth office, Sprint CLEC and BellSouth acknowledge that this Agreement does not include rates that Sprint CLEC would charge BellSouth for BellSouth's collocation of equipment necessary for interconnection at such non-BellSouth locations including charges for space, power or other infrastructure-related elements. It is not Sprint CLEC's intent to charge for such space, power or other infrastructure-related elements; however, Sprint CLEC reserves the right to open negotiations with BellSouth with respect to such charges in the future and to enter into such negotiations with BellSouth pursuant to Section 252 of the Act.

2.8.1.1 Additional points of interconnection in a particular LATA may be established by mutual agreement of Sprint CLEC and BellSouth. Additional points of interconnection may be either Physical Points of Interconnection or Virtual Points of Interconnection. Absent mutual agreement, in order to establish additional points of interconnection in a LATA, the traffic between Sprint CLEC and BellSouth at the proposed additional point of interconnection must exceed 8.9 million minutes of local or ISP-Bound traffic per month for three consecutive months. Additionally, any end office to be designated as a point of interconnection must be more than 20 miles from an existing point of interconnection. A Physical Point of Interconnection will not be designated at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available. In no event shall Sprint CLEC or BellSouth be required to have more than one point of interconnection in a single local calling area.

2.8.1.2 Upon written notification from BellSouth or Sprint CLEC requesting the establishment of an additional point of interconnection, the receiving party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such point of interconnection. If the receiving party disagrees that the traffic and mileage thresholds set forth herein have been met, then such party may utilize the dispute resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

2.9 Interconnection Trunking

2.9.1 BellSouth and Sprint CLEC will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.

2.9.2 Any Sprint CLEC request that requires special BellSouth translations and other network modifications will require Sprint CLEC to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in the General Terms and Conditions.

2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used.

2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint CLEC on the order.

2.9.5 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint CLEC not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested.

2.9.5.1 For two-way interconnection trunking that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way Supergroup interconnection trunk group that carries the Parties Local and IntraLATA Toll Traffic, plus Sprint CLEC's Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Sprint CLEC shall be responsible for ordering these two-way trunk groups.

2.9.6 One-way and Two-way Interconnection Trunking

2.9.6.1 One-Way Interconnection Trunking

2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint CLEC from its end office or switch to deliver such traffic to BellSouth access tandems, end offices, and local traffic to BellSouth local tandems. Likewise, BellSouth may establish one-way interconnection trunking from its access tandems, Local tandems and end offices to deliver Local and IntraLATA Toll Traffic to Sprint CLEC's end office or switching center.

2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.

2.9.6.1.3 Sprint CLEC's establishment of one-way interconnection trunking to a BellSouth Local tandem provides for the delivery of its originated Local Traffic to the BellSouth end users served by BellSouth end offices subtending such BellSouth Local tandem or other BellSouth local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.

2.9.6.1.4 Unless multiple tandem access is ordered, Sprint CLEC's establishment of one-way interconnection trunks at BellSouth access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the BellSouth end users served by such BellSouth access tandem.

2.9.6.2 Two-Way Interconnection Trunking

2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint CLEC's end office or switch and BellSouth's access tandem or end office. Two-way interconnection trunking may also be used to transport Local Traffic between Sprint CLEC's end office or switch and BellSouth's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint CLEC shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.

2.9.6.2.1.1 Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee

2.9.6.2.1.1.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request. Once two-way interconnection trunking is established, BellSouth must use such two-way trunking for BellSouth-originated traffic.

2.9.6.2.1.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.1.3 Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established.

2.9.6.2.1.2 Alabama, Mississippi and South Carolina

2.9.6.2.1.2.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request.

2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.2.3 BellSouth and Sprint CLEC use of two-way interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.

2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a BellSouth local tandem provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices.

2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint CLEC end office and a BellSouth access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the BellSouth end users served by such BellSouth access tandem.

2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a BellSouth access tandem and a Sprint CLEC end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint CLEC end users served by such Sprint CLEC end office.

2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.9.7 Transit Trunk Groups

2.9.7.1 Transit trunk groups may be established by Sprint CLEC to deliver and receive, and thus are two-way trunks, Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access tandems. Establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems.

2.9.7.2 It is the responsibility of Sprint CLEC to enter into arrangements with each third party carrier (Independent Companies (ICOs) or other CLECs) to deliver and/or

receive Transit Traffic. Sprint CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the establishment of interconnection trunking arrangements.

2.9.7.3 Toll Free Traffic

2.9.7.3.1 If Sprint CLEC chooses BellSouth to handle Toll Free database queries from its switches, all Sprint CLEC originating Toll Free traffic will be routed over the Transit trunk group.

2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint CLEC requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.9.7.3.3 Sprint CLEC may handle its own Toll Free database queries from its switch. If so, Sprint CLEC will determine the nature (Local/Intra-LATA/Inter-LATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Local or Intra-LATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Transit Trunk group. In such case, Sprint CLEC is to provide a Toll Free billing record when appropriate. If the query reveals the call is an InterLATA Toll Free number, Sprint CLEC will route the post-query Inter-LATA call (Toll Free number) directly from its switch for carriers Interconnected with its network or over the Transit trunk group to carriers not directly connected to its network but are connected to BellSouth's Access Tandem. Calls will be routed to BellSouth over the Local/IntraLATA and Transit trunk groups within the LATA in which the calls originate.

2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint CLEC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to End Offices that directly subtend the Tandem.

2.9.8 Access Tandem Interconnection Trunking

2.9.8.1 When Tandem trunks are deployed, Sprint CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective BellSouth Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise,

BellSouth shall route appropriate traffic to Sprint CLEC switches based on the tandem serving arrangements referenced in the LERG.

2.9.8.2 SuperGroup Interconnection Trunking

2.9.8.2.1 Supergroup interconnection trunking may be utilized by the Parties to transport the Parties combined Local, IntraLATA Toll, Transit, and Switched Access Traffic on a two-way interconnection trunk group between Sprint CLEC's end office or switching center and a BellSouth access tandem. Upon determination that Supergroup interconnection trunking will be used, Sprint CLEC shall be responsible for placing the orders for such two-way trunk groups via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis.

2.9.8.2.2 Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee

2.9.8.2.2.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request. Once Supergroup Interconnection trunking is established, BellSouth must use such Supergroup trunking for BellSouth-originated traffic.

2.9.8.2.2.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.2.3 Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once Supergroup Interconnection trunking has been established.

2.9.8.2.3 Alabama, Mississippi and South Carolina

2.9.8.2.3.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request.

2.9.8.2.3.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.3.3 BellSouth and Sprint CLEC use of Supergroup Interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.9.8.2.4 The Parties' establishment of SuperGroup interconnection trunking between a Sprint CLEC end office and a BellSouth access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the BellSouth

end users served by such BellSouth access tandem, as well as intratandem Transit Traffic between such Sprint CLEC end users and third-party network providers also interconnected to such BellSouth access tandem.

2.9.8.2.5 Additionally, SuperGroup interconnection trunking transports Sprint CLEC originated intertandem Transit Traffic which transits a single BellSouth access tandem but is destined for a third party tandem, such as an ICO tandem.

2.9.8.2.6 Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic.

2.9.8.2.7 Furthermore, such SuperGroup two-way trunks between a BellSouth access tandem and a Sprint CLEC end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint CLEC end users served by such Sprint CLEC end office.

2.9.8.3 When Sprint CLEC establishes interconnection trunking at a single point in the LATA, the trunk terminations shall be at a BellSouth access tandem. To the extent Sprint CLEC desires to terminate Local and IntraLATA Toll Traffic to BellSouth and Transit Traffic to third parties served by BellSouth access tandems within the LATA, other than the one Sprint CLEC has established interconnection trunking to, Sprint CLEC shall establish an interconnecting trunk group to such access tandems.

2.9.8.3.1 Sprint CLEC shall establish interconnection trunking to all BellSouth access and local tandems in the LATA where Sprint CLEC has assigned or homed NPA/NXXs. Sprint CLEC shall assign or home NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas where the subscribers who use such NPA/NXXs are located. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Sprint CLEC shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.9.8.4 Switched Access traffic will be delivered to and by IXCs based on Sprint CLEC's NXX Access Tandem homing arrangement as specified by Sprint CLEC in the Local Exchange Routing Guide (LERG).

2.9.10 BellSouth Local Tandem Interconnection Trunking

2.9.10.1 This interconnection arrangement allows Sprint CLEC to establish interconnection trunking at BellSouth local tandems for: (1) the delivery of Sprint CLEC-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff ("GSST"), section A3 served by those BellSouth local tandems,

and (2) for Local Transit Traffic transported by BellSouth for third party network providers who have also established interconnection trunking at those BellSouth local tandems.

2.9.10.2 When a specified local calling area is served by more than one BellSouth local tandem, Sprint CLEC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint CLEC may choose to establish interconnection trunking at the BellSouth local tandems where it has no codes homing but is not required to do so. Sprint CLEC may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint CLEC does not choose to establish interconnection trunking. It is Sprint CLEC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint CLEC's codes. Likewise, Sprint CLEC shall obtain its routing information from the LERG.

2.9.10.3 Notwithstanding establishing interconnection trunking to BellSouth's local tandems, Sprint CLEC must also establish interconnection trunking to BellSouth access tandems within the LATA on which Sprint CLEC has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

2.9.11 Direct End Office Interconnection Trunking

2.9.11.1 Direct end office trunks terminate traffic between a Sprint CLEC switch and a BellSouth end office and are not switched at a tandem location. Overflow from either end of the direct end office trunk group will be alternate routed to the appropriate tandem. The overflow will be based on the homing arrangements displayed in the LERG.

2.9.11.2 All traffic received by BellSouth on a direct end office trunk group from Sprint CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the BellSouth end office shall be mutually agreed upon by the Parties.

2.9.11.3 If a BellSouth tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint CLEC and BellSouth subscribers.

2.9.11.4 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Sprint CLEC, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements Sprint CLEC displays in the LERG. Likewise, if Sprint CLEC interconnects to a BellSouth end office for delivery of Sprint CLEC originated traffic, Sprint CLEC may overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.

2.9.11.6 BellSouth shall allow for the mutual exchange of local traffic using existing and new facilities procured in Sprint's capacity as an interexchange carrier, "Local Over Feature Group D" trunking, pursuant to the following:

2.9.11.6.1 Sprint shall pay all reasonable costs incurred by BellSouth to implement and maintain the Local Over Feature Group D trunking configuration.

2.9.11.6.2 Sprint and BellSouth will agree on the details of this trunking configuration. This configuration will form the basis of the cost study to determine reasonable cost.

2.9.11.6.3 Sprint may convert the Local Over Feature Group D trunking arrangement to a standard local interconnection trunking arrangement at any time subject to applicable charges for establishing such local interconnection trunking arrangements. Should the Sprint conversion to a standard local interconnection trunking arrangement cause an incremental reduction in the costs that BellSouth incurs in the ongoing maintenance and administration of the Local Over Feature Group D trunking arrangement, the ongoing charges to Sprint for such maintenance and administration will reflect such incremental reductions.

2.9.11.6.4 The Parties will track and report, through the use of factors set forth in Section 6 of this Attachment, the jurisdictional nature of the combined traffic on the Feature Group D facilities procured in Sprint's capacity as an interexchange carrier.

2.9.12 Other Interconnection Trunk Groups

2.9.12.1 E911 Trunk Group

2.9.12.1.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.1.2 Sprint CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the Point of Interconnection (POI) to the BellSouth 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

2.9.12.1.3 Sprint CLEC will cooperate with BellSouth to promptly test all 9-1-1 trunks and facilities between the Sprint CLEC network and the BellSouth 9-1-1 Tandem to assure proper functioning of 9-1-1 service. Sprint CLEC will not turn-up live traffic until successful testing is completed by both Parties.

2.9.12.1.4 Wireless Access to 911/E911 Emergency Network

2.9.12.1.4.1 BellSouth and Sprint PCS recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Sprint PCS recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Sprint PCS to the emergency agency designated by Sprint PCS for such calls. Sprint PCS will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

2.9.12.1.4.2 BellSouth and Sprint PCS recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Sprint PCS desires to implement and to permit Sprint PCS to comply with applicable regulatory requirements.

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

2.9.12.2.1 Where the Parties have the capability to perform call gapping or code gapping with the effect of choking traffic to the HVCI/Mass Calling customer, the Parties shall not be required to establish an HVCI/Mass Calling trunk.

2.9.12.2.2 Except as set forth above, a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF or SS7 signaling where technically capable. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.2.3 If Sprint CLEC should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint CLEC shall notify BellSouth. BellSouth shall determine whether call gapping or other means can be used to choke the traffic or if it is necessary for BellSouth to order trunk groups as referenced above to the Sprint CLEC customer's serving office.

2.9.12.2.4 If Sprint CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Sprint CLEC may request a meeting to coordinate with BellSouth the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Sprint CLEC establishes a new choke NXX, Sprint CLEC must notify BellSouth a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX.

2.9.12.2.5 Where BellSouth and Sprint CLEC both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)

2.9.12.3.1 If BellSouth provides Inward Assistance Operator Services for Sprint CLEC, Sprint CLEC will initiate an ASR for a two-way trunk group from its designated operator services switch to the BellSouth Operator Services Tandem utilizing MF signaling.

2.9.12.3.2 If BellSouth provides Directory Assistance and/or Operator Services for Sprint CLEC, the following trunk groups are required:

2.9.12.3.3 Directory Assistance (DA):

2.9.12.3.3.1 Sprint CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate BellSouth Operator Services Tandem in the LATA for the NPA Sprint CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services

Signaling (2 Digit Automatic Number Identification (ANI)). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.4 Directory Assistance Call Completion (DACC):

2.9.12.3.4.1 Sprint CLEC may also contract for DACC. This requires a segregated one-way trunk group to each BellSouth Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):

2.9.12.3.5.1 When BellSouth's operator is under contract to verify the busy status of the Sprint CLEC End Users, BellSouth will utilize a segregated one-way with MF signaling trunk group from BellSouth's Operator Services Tandem to Sprint CLEC's switch. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.6 Operator Assistance (0+, 0-):

2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint CLEC switch to BellSouth's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.9.12.3.7 Trunk Design Blocking Criteria

2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective

Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.

2.9.13 Trunk Servicing

2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.

2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined a a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Sprint CLEC's equivalent trunking group.

2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3. Network Design And Management For CLEC Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. BellSouth Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.4.1 Restrictive Controls

3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint CLEC and BellSouth will immediately notify each other of any protective control action planned or executed.

3.4.2 Expansive Controls

3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.4.3 Mass Calling

3.4.3.1 Sprint CLEC and BellSouth shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.5.1 Sprint CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, BellSouth will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.5.2 Signaling Call Information. BellSouth and Sprint CLEC will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Sprint CLEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.

3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint CLEC may request additional traffic data via the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process described in Section 7 of the General Terms and Conditions of the Agreement. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.

3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4. Wireless Network Design and Management

4.1 BellSouth and Sprint PCS will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

4.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

4.3 BellSouth and Sprint PCS will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

4.4 Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth and Sprint PCS do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

4.5 BellSouth and Sprint PCS will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

4.6 For network expansion, BellSouth and Sprint PCS will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

4.7 BellSouth and Sprint PCS will provide each other with the proper call information, including all proper translations for routing between networks and any information

necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the SPCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. All billing for such traffic will be in the name of Sprint PCS, and subject to the terms and conditions of this Agreement.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

6. Interconnection Compensation

6.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Sprint CLEC and Sprint PCS. The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Sprint PCS provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill and keep. Should either Sprint CLEC or Sprint PCS opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Sprint entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

6.1.1 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and Wireless Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and Wireless Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit and intermediary traffic, or interMajor Trading Area traffic.

6.1.2 Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall

be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

6.1.3 If Sprint CLEC chooses to provide local switching of BellSouth-originated calls through use of a switch located outside the LATA in which the calls originate, any transport charges that BellSouth may owe Sprint CLEC as reciprocal compensation for transporting such calls shall be governed by this Section. BellSouth shall compensate Sprint CLEC at the dedicated transport rates specified in Exhibit A, as is appropriate to the specific circumstances of the individual call. To the extent that BellSouth is required to pay such transport on a distance-sensitive basis, the distance the call is considered transported, for purposes of determining any reciprocal compensation owed, shall not exceed the shortest distance in airline miles between the point BellSouth hands the call off to Sprint CLEC (the appropriate Point of Interconnection where the two networks join in the LATA) and the LATA boundary. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

6.1.4 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.

6.1.5 For BellSouth and Sprint CLEC traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed.

6.1.5.1 Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local calling area, Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic.

6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.

6.1.6 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet.

6.2 CLEC Percent Local Use. BellSouth and Sprint CLEC will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local minutes to be billed to the other Party. For purposes of developing the PLU, BellSouth and Sprint CLEC shall consider every local call and every long distance call, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate Local usage compensation to be paid.

6.3 CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties.

6.4 CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.5 Audits. On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Sprint shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions of this Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to

determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

6.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

6.7 Wireless Non-Local Traffic Interconnection

6.7.1 The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph 6.7.2 hereunder or the Non-Local Intermediary Charges described in paragraph 6.7.4 hereunder, as appropriate.

6.7.2 For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

6.7.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then BellSouth and Sprint PCS shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of BellSouth and Sprint PCS.

6.7.4 If Non-Local Traffic originated by Sprint PCS is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier") and Sprint PCS and BellSouth participate in Meet Point Billing as defined in paragraph 6.11, then BellSouth will bill Sprint PCS and Sprint PCS shall pay a $.002 per minute intermediary charge. None of the Non-Local Traffic delivered to Sprint PCS by BellSouth shall be subject to the Non-Local Intermediary Charges.

6.8 Compensation for CLEC IntraLATA Toll Traffic

6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint

CLEC and BellSouth end users that originates and terminates in the same LATA and results in intraLATA toll charges being billed to the originating end user by the originating Party. Moreover, BellSouth originated IntraLATA Toll Traffic will be delivered to Sprint CLEC using traditional Feature Group C non-equal access signaling.

6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.

6.8.3 Compensation for CLEC 8XX Traffic. Each Party (BellSouth and Sprint CLEC) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.

6.8.4 Records for 8XX Billing. Each Party (BellSouth and Sprint CLEC) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.

6.8.5 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Sprint CLEC requires interconnection from Sprint CLEC to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint CLEC shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Sprint CLEC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.9 Mutual Provision of Switched Access Service for Sprint CLEC and BellSouth

6.9.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Subject to the provisions of 5.8.1.1 following, any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using Feature Groups A, B, or D switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) shall not be compensated as local.

6.9.1.1 The Parties acknowledge that they cannot agree on the jurisdictional nature of Public Switched Telephone Network computer-to-phone or phone-to-computer telecommunications traffic. The Parties further acknowledge that the issue of compensation for this traffic is currently under consideration by the FCC. Until such time as the FCC issues an effective order on the jurisdiction of this traffic, the Parties shall utilizing a bill and keep mechanism for compensating each other for such traffic (neither Party will bill the other Party for the phone end of computer-to-phone or phone-to-computer interexchange telecommunications traffic). Further, upon an effective order from the FCC, the Parties will amend the Agreement consistent with such order.

6.9.2 When Sprint CLEC's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

6.9.3 BellSouth and Sprint CLEC will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.9.4 BellSouth and Sprint CLEC agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.9.5 BellSouth and Sprint CLEC also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.9.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to,

by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint CLEC shall not deliver Switched Access Traffic to BellSouth for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the BellSouth switched access tariff.

6.10 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Sprint CLEC's Transit Traffic that originates from, or terminates to a Sprint CLEC end user. Switched Access traffic that originates from or terminates to a Sprint CLEC end user via the BellSouth network is Transit Traffic (Switched Access Transit Traffic). Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be each Party's Interstate or Intrastate Switched Access rates for call transport and termination. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.10.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Sprint CLEC. Sprint CLEC agrees to compensate BellSouth for any charges or costs for the delivery of Sprint CLEC originated non-Switched Access Transit Traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.11 Wireless Meet Point Billing

6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting

BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of $.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

6.12 00- Local Traffic

00- traffic from Sprint IXC presubscribed end user customers will continue to be routed to Sprint IXC over originating switched access FGD service. Sprint CLEC will determine the amount of total 00- traffic that is local and will report that factor and the associated minutes of use (MOU) used to determine the factor to BST. Using that data and the Sprint IXC total switched access MOUs for that month, BST will calculate a credit on Sprint IXC's switched access bill which will be applied in the following month. The credit will represent the amount of 00- traffic that is local and will take into consideration TELRIC rate based billing for the 00- MOUs that are local. The credit will be accomplished via a netting process whereby Sprint IXC will be given a full credit for all applicable billed access charges offset by the billing of 00- transport charges only based upon the applicable state TELRIC rates contained in Attachment 3 of this Agreement. BellSouth will have audit rights on the data reported by Sprint CLEC.

7. Operational Support Systems (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

CERTIFICATE OF SERVICE KPSC 2007-00255

It is hereby certified that a true and correct copy of the foregoing was served on the following individual by mailing a copy thereof, this 21st day of December, 2007.

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