

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

IN THE MATTER OF COMPLAINT OF SPRINT  
COMMUNICATIONS COMPANY L.P. AGAINST  
BRANDENBURG TELEPHONE COMPANY FOR  
THE UNLAWFUL IMPOSITION OF ACCESS  
CHARGES

Case No. 2008-00135

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**Direct Testimony of Julie A. Walker  
On Behalf of Sprint Communications Company L.P.  
July 21, 2009**

**PUBLIC VERSION**

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1 **I. MS. WALKER'S PROFESSIONAL BACKGROUND**

2

3 **Q. Please state your name, business address, employer and current position.**

4 A. My name is Julie A. Walker. My business address is 6500 Sprint Parkway,  
5 Overland Park, KS 66251. I am employed by Sprint United Management  
6 Company as an Access Verification Analyst II for Sprint Nextel.

7

8 **Q. Please summarize your educational and professional background.**

9 A. I received a Bachelor's of Science in Accountancy, from the University of  
10 Missouri at Columbia, in Columbia, MO, in 1990. I have been employed at Sprint  
11 since 1991. My entire career at Sprint has been in Sprint's Access Verification  
12 department, outside of a one-year rotation to Corporate Accounting, during 1993.  
13 During my tenure in Access Verification, I have held several positions, all related  
14 to the audit and payment of access charges billed to Sprint by other  
15 telecommunications companies. My primary expertise involves switched access  
16 billing. In my earliest job functions, I was directly responsible for auditing  
17 individual access bills, identifying billing disputes, using tariff interpretation and  
18 rate audits to review the billing. Later, I was responsible for a team of analysts  
19 performing similar audit functions, but my capacity moved more to escalation  
20 point for billing issues, thus interfacing directly with billing companies to resolve  
21 the claims and negotiate settlement opportunities. My most recent functions (last  
22 5 years) involve specific project management responsibilities related to switched  
23 access billing issues. Part of my day-to-day functions includes the interpretation  
24 of Local Exchange Carrier ("LEC") access tariffs as they relate to billing disputes.  
25 Relevant to this case, I am the primary point of contact regarding the terminating  
26 switched access billing disputes Sprint currently has with Brandenburg

1 Telephone Company ("Brandenburg"). Brandenburg has assigned the incorrect  
2 jurisdiction to a substantial amount of wireless-originated traffic, resulting in  
3 overbilled switched access charges to Sprint. I have been involved in most all  
4 other PIU (Percent Interstate Usage) issues that have impacted Sprint for more  
5 than ten years.

6

7 **Q. Have you testified before any regulatory commissions?**

8 A. Yes, earlier this year I testified for Sprint in a regulatory proceeding before the  
9 Iowa Utilities Board, regarding access pumping disputes. The hearing was in  
10 February 2009.

11

12 **II. PURPOSE OF TESTIMONY**

13

14 **Q. On whose behalf are you testifying?**

15 A. I'm testifying on behalf of Sprint Communications Company L.P. (hereafter  
16 referred to as "Sprint"). Sprint is authorized to operate as an interexchange  
17 carrier ("IXC") within Kentucky for both Intrastate and Interstate long distance  
18 calls. As an IXC, Sprint delivers long distance traffic to Brandenburg over Sprint  
19 facilities via Feature Group D ("FGD") trunks. (FGD trunks are switched access  
20 trunks used by IXCs to deliver traffic to local exchange carriers.) Sprint's  
21 wireless affiliates (referred to collectively as "Sprint PCS") provide wireless  
22 service in portions of Kentucky and throughout the country, and Sprint PCS has a  
23 local interconnection agreement with Brandenburg. As described below,  
24 wireless-originated traffic delivered over Sprint's IXC network is at the center of  
25 this dispute.

26

1 **Q. What is the purpose of your testimony?**

2 A. The purpose of my testimony is to provide relevant information about the nature  
3 of the terminating switched access billing disputes Sprint currently has with  
4 Brandenburg. I will explain how Brandenburg is assigning jurisdiction to traveling  
5 wireless calls (i.e., where a wireless subscriber is traveling outside her home  
6 state) using a methodology that is outdated because it relies solely on the  
7 originating and terminating telephone numbers. Using this outdated  
8 methodology, Brandenburg is incorrectly classifying some interstate calls as  
9 intrastate, overbilling Sprint as a result. Specifically, Brandenburg is incorrectly  
10 applying intrastate tariff rates to traffic that is unquestionably interstate. In  
11 contrast, Sprint's methodology for calculating a PIU correctly identifies the true  
12 jurisdiction of the vast majority of traveling wireless calls.

13

14 Per its interstate and intrastate tariffs, Brandenburg should be using Sprint's PIU  
15 factor since Brandenburg's methods do not properly jurisdictionalize the traffic.  
16 Further, I will summarize how Sprint identified this issue and presented it to  
17 Brandenburg, as well as Sprint's repeated and as yet unsuccessful attempts to  
18 resolve the issue with Brandenburg. Finally, I will detail the substantial financial  
19 harm Sprint has suffered due to the overbilling, which results from the  
20 extraordinary difference in Brandenburg's higher inTRAsTate rates that are being  
21 improperly applied to these calls, versus its inTERsTate rates, which should be  
22 utilized.

23

1 **III. SWITCHED ACCESS BILLING, AND JURISDICTIONAL ASSIGNMENT OF**  
2 **TRAFFIC**

3  
4 **Q. What are terminating switched access services, and how are terminating**  
5 **switched access charges assessed?**

6 A. Sprint has invested billions of dollars in a national fiber optic network that  
7 includes numerous Points of Presence ("POP") in Kentucky. To deliver calls  
8 from these POPs to each residence and business, a long distance company like  
9 Sprint relies on a LEC like Brandenburg to transport the long distance call  
10 between the IXC's facilities and the residence or business making or receiving  
11 the long distance call. The LEC is allowed to charge fees to the IXC for  
12 transporting the call. The fees are switched access charges, for which the LEC  
13 is legally required to file tariffs with the appropriate regulatory agency. A  
14 Kentucky Incumbent LEC ("ILEC") like Brandenburg must file a tariff with the  
15 Federal Communications Commission ("FCC") containing rates and terms for  
16 interstate switched access service, and a tariff with the Kentucky Public Service  
17 Commission ("PSC") containing rates and terms for intrastate switched access  
18 service.

19  
20 Although the physical equipment and facilities and the functions performed are  
21 identical regardless of whether the call is intrastate or interstate, the LEC's tariffs  
22 may authorize it to charge different rates for Intrastate switched access than it  
23 does for interstate switched access. Typically, intrastate rates are higher than  
24 interstate rates. For example, on its 6/16/2009 invoice, the effective rate  
25 Brandenburg billed to Sprint for terminating an intrastate call is **[Begin Sprint**  
26 **Confidential]** \$██████ per minute, as compared to \$██████ **[End Sprint**

1           **Confidential]** per minute for an interstate call. Thus, Brandenburg's current  
2           intrastate switched access rates are nearly 11 times its interstate switched  
3           access rates.

4  
5           **Q.     What calls are "interstate," and what calls are "intrastate"?**

6           A.     Under both federal and state law, calls that originate and terminate in different  
7           states are interstate, and calls that originate and terminate in the same state are  
8           intrastate. In my experience this is how tariffs define interstate and intrastate  
9           traffic.

10

11          **Q.     Are interstate and intrastate calls delivered together by IXCs?**

12          A.     Yes. IXCs throughout the industry deliver both interstate and intrastate traffic on  
13          combined trunks, and LECs must determine which calls are subject to interstate  
14          charges, and which calls are subject to intrastate charges.

15

16          **Q.     How is this commonly done?**

17          A.     LEC tariffs generally allow that the LEC will bill based on the jurisdiction of the  
18          call if that jurisdiction can be accurately identified by the LEC based on the call  
19          data. If the correct jurisdiction cannot be determined from the call data, the LEC  
20          must use the "percent interstate usage" or "PIU" factor provided by the IXC to  
21          apportion the undetermined traffic between the two jurisdictions. As noted  
22          above, in this case Brandenburg has billed wireless-originated traffic based on  
23          the calling party's telephone number, which is incorrect when the calling party  
24          number does not accurately identify the jurisdiction of the wireless call.

25

26          **Q.     Has Sprint addressed this issue with other LECs?**

1 A. Yes, this is an issue I have spent a significant amount of time addressing. In the  
2 mid-1990's Sprint began its wireless operations, which generated the ever-  
3 growing concentration of wireless-originated calls that travel Sprint's long  
4 distance network. Unlike landline-originated calls, where the caller's phone is  
5 plugged into the wall at a physical address, wireless callers are afforded mobility  
6 and can travel while placing calls, which results in calls being originated in  
7 virtually any geographic location where wireless service is available.

8

9 In the late 1990's Sprint began noticing discrepancies between the jurisdictional  
10 split (interstate vs. intrastate minutes) as reflected on LEC bills as compared to  
11 what Sprint was measuring internally. Sprint began dialogue with these carriers  
12 and jointly determined that the discrepancy was related to wireless-originated  
13 calls. Further it was concluded that the methodology most LECs were using to  
14 determine jurisdiction was incorrect when applied to certain wireless-originated  
15 calls (described in detail below). It was at that time that Sprint began its now  
16 years-long campaign to eliminate the improper assignment of jurisdiction to  
17 wireless-originated traffic, and to work with LECs to correct their billing. Sprint  
18 began addressing this issue with carriers in a prioritized fashion based on  
19 Sprint's exposure with each carrier (highest financial impact first). This resulted  
20 in initial discussions with the largest carriers (e.g., Sprint has resolved this issue  
21 with AT&T – Kentucky), and eventually independent carriers, like Brandenburg.

22

23 **IV. INTERACTION BETWEEN SPRINT'S IXC NETWORK AND ITS WIRELESS**  
24 **NETWORK**

25

26 **Q. Is all of Sprint's wireless traffic delivered by Sprint's IXC network?**

1 A. No. Sprint's IXC network generally delivers non-local interexchange traffic to  
2 Brandenburg. Sprint delivers local wireless traffic to Brandenburg via local  
3 interconnection trunks consistent with the local interconnection agreements  
4 between the companies.

5  
6 **Q. Is the wireless local serving area the same as Brandenburg's local serving  
7 area?**

8 A. The local calling areas for wireless companies, often referred to as Commercial  
9 Mobile Radio Service ("CMRS") carriers, have been defined in a fundamentally  
10 different way than the local calling areas for LECs. In its First Report and Order  
11 adopted August 1, 1996 ("Local Competition Order"), the FCC specified that the  
12 Rand McNally Major Trading Areas (MTAs) are the pertinent geographic  
13 boundaries for the purpose of cellular call jurisdiction. Inter-carrier compensation  
14 for traffic exchanged between wireless companies and LECs within an MTA is  
15 governed by negotiated interconnection agreements. This is referred to as "local  
16 / intraMTA" traffic in this testimony. Calls that travel between MTAs are generally  
17 handed off by the wireless company to an IXC to transport to the destination  
18 location, and are subject to access charges.

19

20 Paragraph 1043 of the Local Competition Order states the following:<sup>1</sup>

21 As noted above, CMRS providers' license areas are established under  
22 federal rules, and in many cases are larger than the local exchange areas  
23 that state commissions have established for incumbent LECs' local service  
24 areas. We reiterate that traffic between an incumbent LEC and a CMRS  
25 network that originates and terminates within the same MTA (defined based  
26 on the parties' locations at the beginning of the call) is subject to transport  
27 and termination rates under section 251(b)(5), rather than interstate and  
28 intrastate access charges.  
29

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<sup>1</sup> Also, 47 C.F.R. §51.701(b)(2).



1 MTAs are significantly larger than LEC local calling areas and are completely  
2 independent from state boundaries and LATA boundaries. For example, MTA 26  
3 covers nearly all of the state of Kentucky, as well as small adjoining areas of  
4 Indiana and Illinois. A wireless-originated call from any point within MTA 26 to  
5 any destination within MTA 26 is generally exchanged between the wireless  
6 carrier and the terminating carrier under the terms of the interconnection  
7 agreement between the two companies. Such a call is subject to reciprocal  
8 compensation under the interconnection agreement terms. This applies even  
9 when a call between those same two points would be a long-distance call had it  
10 been originated from a landline telephone.

11

12 **V. BRANDENBURG'S BILLING PRACTICES**

13

14 **Q. What traffic is subject to Brandenburg's intrastate access tariff?**

15 A. Brandenburg concurs in the Duo County Telephone Cooperative Corp., Inc. PSC  
16 KY Tariff NO. 2A for intrastate access services (Duo County Tariff). Because it is  
17 an intrastate access tariff, the Duo County Tariff allows Brandenburg to assess  
18 intrastate access charges only on those calls that are jurisdictionally intrastate. I  
19 have attached portions of the Duo County Tariff as Attachment JAW-1.

20

21 **Q. Does the Duo County Tariff allow Brandenburg to assess intrastate access**  
22 **charges on calls that it can determine are intrastate based on call detail**  
23 **information?**

24 A. Yes, but only if the call detail information does in fact accurately identify the traffic  
25 as intrastate.

26

1 **Q. Does the Duo County Tariff recognize that Brandenburg cannot always**  
2 **determine what switched access traffic is intrastate?**

3 A. Yes, it does. Section 2.3.11(C) states: "For Switched Access Service, the  
4 Telephone Company cannot in all cases determine the jurisdictional nature of  
5 customer traffic and its related access minutes." Further, it states: "When  
6 originating call details are insufficient to determine the jurisdiction for the call, the  
7 customer shall supply the projected interstate percentage or authorize the  
8 Telephone Company to use the Telephone Company developed percentage."  
9

10 **Q. What does the Duo County Tariff provide for in that case?**

11 A. Section 2.3.11(C) states: "In such cases the customer may be called upon to  
12 provide a projected estimate of its traffic, split between the interstate and  
13 intrastate jurisdictions." The tariff sets forth specific requirements an IXC must  
14 follow to develop this estimate, and provides that:

15 *Except where Telephone Company measured access minutes are*  
16 *used as set forth following, the customer shall report the*  
17 *percentage of interstate use as set forth in (2) or (3) following and*  
18 *such report will be used for billing purposes until the customer*  
19 *reports a different projected interstate percentage for an in-service*  
20 *end office group. (Section 2.3.11(C)(1) (emphasis added).)*  
21

22 *...*  
23 *When originating call details are insufficient to determine the*  
24 *jurisdiction for the call, the customer shall supply the projected*  
25 *interstate percentage or authorize the Telephone Company to use*  
26 *the Telephone Company developed percentage. This percentage*  
27 *shall be used by the Telephone Company as the projected*  
28 *interstate percentage for originating and terminating access*  
29 *minutes. The projected intrastate percentage of use will be*  
30 *obtained by subtracting the projected interstate percentage for*  
31 *originating and terminating minutes from 100 (intrastate*  
32 *percentage = 100 – interstate percentage). (Section 2.3.11(C)(3)*  
33 *(emphasis added).)*

1           There are additional provisions that the IXC may update its percentages  
2           quarterly, and those updated reports “will serve as the basis for the next three  
3           months billing.” See Section 2.3.11(C)(1).

4  
5   **Q.    How are IXCs directed to develop PIUs in the Duo County Tariff?**

6   A.    Tariff Section 2.3.11(C)(1) provides that:

7                   Pursuant to Federal Communications Commission Order FCC 85-  
8                   145 released April 16, 1985, interstate usage is to be developed  
9                   as though every call that enters a customer network at a point  
10                  within the same state as that in which the called station (as  
11                  designated by the called station telephone number) is situated is  
12                  an intrastate communication and every call for which the point of  
13                  entry is a state other than that where the called station (as  
14                  designated by the called station telephone number) is situated is  
15                  an interstate communication.  
16

17   **Q.    If Brandenburg does not agree with the IXC’s PIU factor, what option does**  
18   **the Duo County Tariff provide to Brandenburg?**

19   A.    If Brandenburg does not agree with the IXC’s PIU factor, there is a provision in  
20   the tariff that requires Brandenburg to perform an annual audit of the data on  
21   which the PIU was based:

22                   For Switched Access, if a billing dispute arises concerning the  
23                   projected interstate percentage, the Telephone Company will ask  
24                   the customer to provide the data the customer uses to determine  
25                   the projected interstate percentage. The Telephone Company will  
26                   not request such data more than once a year. The customer shall  
27                   supply the data within thirty (30) days of the Telephone Company  
28                   request. (Section 2.3.11(D).)  
29

30   **Q.    Does Brandenburg’s interstate access tariff have similar provisions with**  
31   **respect to jurisdiction?**

32   A.    Yes, those provisions are very similar. Brandenburg concurs in NECA Tariff No.  
33   5 (NECA Tariff), which provides that calls going from one state to another state  
34   are interstate traffic:

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2.3.11(C)(1)(a) For purposes of developing the projected interstate percentage for Feature Group C or Feature Group D, **the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications.** The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state. (Emphasis added.)

I have attached portions of the NECA Tariff as Attachment JAW-2.

**Q. Does the NECA Tariff recognize that Brandenburg cannot always rely on calling party number to determine what switched access traffic is interstate?**

A. Yes, it does. NECA Tariff Section 2.3.11(C) states the following:

(C) **Jurisdictional Reports – Switched Access**  
For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (1) through (4) below, apply.

(1) Percentage of Interstate Use (PIU)

(a) For purposes of developing the projected interstate percentage for Feature Group C or Feature Group D, the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

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For purposes of developing the projected interstate percentage for Feature Group A of Feature Group B, pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated, is an interstate communication.

- (b) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use PIU factor(s) described in (2), below, to determine the jurisdiction of those minutes of use.

When the Telephone Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will apply the PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in (2), below, only to those minutes of use for which the Telephone Company does not have sufficient call detail. Such PIU factor(s) will be used until the customer provides an update to its PIU factor(s) as set forth in (2) (g) or (h), below.

For all flat rated Switched Access Services, the Telephone Company will apply the PIU factor(s) as provided by the customer or developed by the Telephone Company as set forth in (2), below, each month until the customer provides an update to its PIU factor(s) as described in (2) (g) or (h), below. (Emphasis added.)

40 **Q. If Brandenburg does not agree with the IXC's PIU factor, does the NECA**  
41 **Tariff require the audit of a reported PIU factor, as the Duo County Tariff**  
42 **does?**

43 **A. Yes it does. Brandenburg must request information used by the IXC to**  
44 **determine the PIU, and that information must be provided for a one quarter**

1 period. Audits need to be done in a very specific manner, can be done once a  
2 year (except in extreme circumstances), and the results of the audit are then to  
3 be used in a specific manner. See NECA Tariff Section 2.3.11(C)(4).  
4

5 **Q. Has Sprint reported PIU factors to Brandenburg?**

6 A. Yes, Sprint has. Each quarter, Sprint summarizes Call Detail Records (“CDR”)  
7 for Sprint traffic terminating to Brandenburg, to calculate what percentage of the  
8 traffic is interstate (described below). Sprint sends a letter to Brandenburg  
9 detailing, among other factors, the terminating FGD PIU factor that is applicable  
10 to such traffic. If Brandenburg would utilize this terminating FGD PIU factor on all  
11 of the traffic it bills Sprint, it would be billing Sprint correctly. Sprint’s reported  
12 PIUs for all applicable time periods are set forth within Exhibit JAW-7.  
13

14 **Q. Has Brandenburg ever requested information to audit Sprint’s PIU?**

15 A. To my knowledge, Brandenburg has never invoked its right to this validation. In  
16 fact, as Brandenburg stated on page 3, paragraph 16, of its “Answer and  
17 Counterclaim” to Sprint’s formal complaint, dated April 25, 2008, it has accepted  
18 Sprint’s reported PIU factors and applied those facts to some traffic:  
19 “Brandenburg Telephone only applies PIU information provided by Sprint to the  
20 portion of traffic exchanged between Brandenburg Telephone and Sprint for  
21 which Brandenburg Telephone is unable to determine jurisdiction.”  
22

23 **Q. How does Brandenburg use calling party number to assign jurisdiction for  
24 billing purposes?**

25 A. Brandenburg utilizes the calling and called party telephone numbers to identify  
26 the physical geographic points of origination and termination for all calls.

1

2 **Q. Does this methodology produce accurate results?**

3 A. Yes, for landline-originated calls and for some wireless calls. When a telephone  
4 number is assigned to a home or residence, the very nature of landline  
5 telephones physically grounds it in a specific geographical location.

6

7 However, the very nature of wireless handsets is that they are mobile. They are  
8 not physically grounded to a specific geographical location. A user can place  
9 calls from his or her wireless handset from anywhere in the United States. As a  
10 result, for a wireless-originated long distance call, the calling telephone number  
11 does not provide an accurate indicator of the geographical point of origination for  
12 the call.

13

14 For example, consider a call from 859-684-4444 to 502-219-5555. The number  
15 859-684-4444 is assigned to Sprint PCS. The subscriber to which that number is  
16 assigned could have been in Kentucky when the call was made to Brandenburg's  
17 end user at 502-219-5555. However, he or she could have been on vacation at  
18 Walt Disney World in Florida or on business in Chicago when the call was made.  
19 As a result, the phone number does not provide Brandenburg with accurate  
20 jurisdictional information. If that subscriber placed the call from anywhere other  
21 than within Kentucky, the correct call jurisdiction is interstate. Brandenburg's use  
22 of phone numbers to assign jurisdiction to wireless calls is inaccurate in such  
23 cases, and thus is improper as a factual matter and improper under its tariff.

24

25 **Q. Does Brandenburg admit that it is assigning jurisdiction to wireless calls in**  
26 **this manner?**

1 A. Yes, it does in its "Answer and Counterclaim" to Sprint's formal complaint, dated  
2 April 25, 2008. In that "Answer and Counterclaim," Brandenburg admits in its  
3 answer to item number 14 of the Sprint Complaint that calls are in fact  
4 jurisdictionalized based solely on the calling party number and the called number.  
5

6 **Q. Does Sprint transmit call detail information that would allow Brandenburg  
7 to determine the originating jurisdiction for a wireless-originated call?**

8 A. Yes. The Alliance for Telecommunications Industry Solutions ("ATIS") Network  
9 Interconnection Interoperability Forum ("NIIF"), has adopted an industry standard  
10 that the Jurisdictional Information Parameter ("JIP") be populated by wireless  
11 carriers with the NPA-NXX that represents the location of the wireless switch,  
12 where technically feasible.<sup>2</sup> Sprint's wireless networks do populate the JIP field  
13 pursuant to this industry standard. If Brandenburg were to look at the JIP field it  
14 would be able to identify where the call was made from, which it cannot do by  
15 looking at the calling party number.  
16

17 **Q. Does Brandenburg bill based on the JIP field?**

18 A. No, it does not. We have raised this with Brandenburg, and do not know whether  
19 there are technical limitations that prevent Brandenburg from using JIP, or  
20 whether it simply chooses not to apply this industry standard.  
21

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<sup>2</sup> ATIS-0300011 - NIIF Reference Document Part III - Installation and Maintenance Responsibilities for SS7 Links and Trunks. This document outlines telecommunications service provider and customer responsibilities for the Signaling System 7 (SS7) interface between carriers.



1 **VI. SPRINT'S JURISDICTION METHODOLOGY**

2

3 **Q. How does Sprint determine call jurisdiction?**

4 A. Sprint complies with the terms of the NECA FCC #5 and the Duo County tariffs in  
5 determining call jurisdiction and the resulting PIU factors. To support that  
6 statement, I'd like to provide some background information about the way in  
7 which Sprint identifies call jurisdiction.

8

9 Sprint's Message Processing System ("MPS") receives the call detail records  
10 ("CDRs") created by Sprint's switches during call handling, based on information  
11 transmitted via SS7 during call processing. MPS enhances the switch CDR with  
12 referential data and determines the call jurisdiction. MPS determines if the call is  
13 originated from a landline or a wireless handset using a two-step test. First, MPS  
14 checks to see if the value of an SS7 field called the Originating Line Information  
15 Parameter ("OLI-Parm") is populated with one of three values that denote a  
16 wireless-originated call. The value for the OLI-Parm field is transmitted from the  
17 originating switch in the end-to-end call path. If MPS detects one of these three  
18 values, it flags the call as wireless-originated.

19

20 Second, because not all wireless carriers comply with the recommended industry  
21 standard to identify wireless-originated calls in this manner, MPS employs a  
22 second test to determine if the call is originated from a wireless handset. MPS  
23 looks up the calling telephone number to determine if it is assigned to a wireless  
24 provider.

25

26 **Q. How does this method work for land-line calls?**

1 A. When the call is identified as landline-originated, MPS determines the call's point  
2 of origination by looking up the calling telephone number NPA-NXX to identify its  
3 native State. MPS also looks up the NPA-NXX of the called telephone number to  
4 identify the State to which it is resident. MPS then compares the originating and  
5 terminating information to assign the call jurisdiction.

6  
7 I would point out that the methodology MPS uses to assign jurisdiction for  
8 landline-originated calls is the same methodology I described earlier in my  
9 testimony as the traditional LEC method. As I indicated, it is an accurate method  
10 for virtually all landline-originated calls. However, as I illustrated, it is not reliable  
11 for wireless-originated calls.

12

13 **Q. How does this work for wireless-originated calls?**

14 A. MPS has been programmed to use alternate logic to determine the originating  
15 point for wireless-originated calls. The CDR identifies the trunk group from which  
16 the call was received by the first long distance switch in the call path. Then MPS  
17 looks up that trunk group in a reference table, and identifies the NPA-NXX  
18 assigned to the wireless switch – otherwise known as the JIP factor – at the  
19 distant end of that trunk group, to determine the call's originating state. MPS  
20 then compares the originating and terminating state information to assign the call  
21 jurisdiction.

22

23 **Q. Can you provide an example?**

24 A. Yes. Take my earlier example of the call from 859-684-4444 to 502-219-5555.  
25 MPS would identify that the calling number is assigned to a wireless handset

1 from one of the two tests I described. As a result, MPS would utilize the logic it's  
2 programmed to use for wireless-originated calls.

3  
4 I'll walk through two scenarios of a wireless subscriber calling a destination in  
5 one of Brandenburg's exchanges. In the first, the subscriber is in Lexington,  
6 Kentucky when he makes the call. In the second, he is vacationing in another  
7 state, such as Florida.

8  
9 In the first scenario, the subscriber is in Lexington, Kentucky. This call originates  
10 from the light-gray shaded area of Kentucky as illustrated in Attachment JAW-3.  
11 This call originates and terminates in the same MTA, is treated as a local  
12 intraMTA call, and is delivered to Brandenburg via local interconnection trunk  
13 groups per the Sprint – Brandenburg local interconnection agreement (see  
14 Attachment JAW-5). This call would not be handled by the Sprint long distance  
15 network and would not be processed by MPS.

16  
17 In the second scenario, the subscriber is vacationing in Florida when he calls the  
18 Brandenburg telephone number. This call type could originate from any area  
19 outside of Kentucky as illustrated in Attachment JAW-3. Thus, this call is an  
20 interstate, interMTA call. MPS would detect that the call entered Sprint's long  
21 distance network on a trunk group from its PCS wireless switch in Florida. MPS  
22 would look up that trunk group in its network table and find the NPA-NXX of 407-  
23 275. MPS would utilize this NPA-NXX to denote the geographic point of  
24 origination for the call as being Florida. By comparing it to the terminating point  
25 in Kentucky for the call, MPS would classify the call as interstate.

26

1 **Q. Is the jurisdictional method just described 100% accurate?**

2 A. No; of course, no jurisdictional method is 100% accurate. The wireless network  
3 is not engineered or designed to follow MTA boundaries. Some percentage of  
4 cell sites will not be physically located in the same MTA or state as is the  
5 wireless switch to which they are connected.

6

7 The FCC has recognized this. In the Local Competition Order, paragraph 1044,  
8 the FCC states:

9 CMRS customers may travel from location to location during the course of a  
10 single call, which could make it difficult to determine the applicable transport  
11 and termination rate or access charge. We recognize that, using current  
12 technology, it may be difficult for CMRS providers to determine, in real time,  
13 which cell site a mobile customer is connected to, let alone the customer's  
14 specific geographic location. This could complicate the computation of traffic  
15 flows and the applicability of transport and termination rates, given that in  
16 certain cases, the geographic locations of the calling party and the called party  
17 determine whether a particular call should be compensated under transport  
18 and termination rates established by one state or another, or under interstate or  
19 intrastate access charges. We conclude, however, that it is not necessary for  
20 incumbent LECs and CMRS providers to be able to ascertain geographic  
21 locations when determining the rating for any particular call at the moment the  
22 call is connected. We conclude that parties may calculate overall  
23 compensation amounts by extrapolating from traffic studies and samples. For  
24 administrative convenience, the location of the initial cell site when a call  
25 begins shall be used as the determinant of the geographic location of the  
26 mobile customer. As an alternative, LECs and CMRS providers can use the  
27 point of interconnection between the two carriers at the beginning of the call to  
28 determine the location of the mobile caller or called party. *First Report &*  
29 *Order, FCC 96-325, ¶ 1044.*  
30

31

32 **Q. Please provide an example.**

33 A. MPS utilizes the originating wireless switch NPA-NXX to identify the physical  
34 location of the switch, not the physical location of the cell site or the subscriber's  
35 handset. As a result, MPS may misclassify the jurisdiction of a call in these rare  
36 circumstances. For example, in the Sprint traffic study of Brandenburg, this

1 situation would occur when a subscriber is physically located in Covington,  
2 Kentucky and calling Brandenburg. This would be an intrastate interMTA call as  
3 illustrated by the dark grey area of Attachment JAW-3. However, the cell site  
4 originating the call is connected to a wireless switch in Cincinnati, Ohio. Thus,  
5 this would appear to MPS as an interstate call.

6  
7 While it is impossible to quantify how often this misclassification would occur, it is  
8 certainly a very small percentage. Returning to the Covington, Kentucky  
9 example, wireless originated traffic from the Cincinnati MTA makes up only 2% of  
10 the traffic in the Sprint traffic study. Based upon US Census information,  
11 Covington consists of only 14% of the Cincinnati MTA's total population. Thus,  
12 the misclassified Covington traffic is only 0.28% (2% \* 14%), or a small fraction of  
13 1% of the total traffic study.

## 14 15 **VII. INITIATION OF DISPUTES WITH BRANDENBURG**

16  
17 **Q. What action did Sprint take to formally dispute Brandenburg's overbilled**  
18 **access charges?**

19 **A.** In November 2007, Sprint began the formal dispute process with Brandenburg  
20 for the traveling wireless issue. As noted previously, Sprint had been aware for  
21 years that there was a "global" issue with the jurisdiction affecting billing for all  
22 carriers utilizing similar jurisdiction methodologies. Due to priorities, and  
23 resource constraints, it wasn't until November 2007 that Sprint was prepared to  
24 address the issue formally with Brandenburg. However, in absolutely no way did  
25 Sprint indicate to Brandenburg that during the time period prior to November  
26 2007, Brandenburg was billing Sprint correctly for PIU. In fact, it was estimated

1 that Sprint had overpaid Brandenburg more than two million dollars during that  
2 period.

3

4 Even given the magnitude of Sprint's estimated overpayment to Brandenburg for  
5 years, at the time Sprint filed its initial dispute with Brandenburg, Sprint disputed  
6 only the November 2007 invoice's impacted charges. Sprint's initial dispute was  
7 \$50,000, which was calculated based on comparing Brandenburg's distribution of  
8 traffic on its bill, which was 61% interstate minutes, to Sprint's filed PIU factor for  
9 Brandenburg of 93%. Thus, 32% of terminating switched access minutes were  
10 being billed at Brandenburg's historic intrastate rate of \$0.19 per minute, when  
11 they should correctly have been rated at \$0.02 per minute. Sprint short-paid the  
12 difference from the payment due for the November 2007 invoice, and submitted a  
13 formal notification to Brandenburg in the form of an e-mail, attaching a detailed  
14 report of the dispute and how it was calculated.

15

16 **Q. What further communication took place with Brandenburg regarding the**  
17 **dispute?**

18 A. On December 20, 2007, a conference call was held between parties from  
19 Brandenburg and Sprint to discuss the dispute Sprint had filed. During that call, I  
20 explained in detail how the traveling wireless concept was impacting its billing,  
21 due to the way its methodology for assigning jurisdiction was improperly  
22 jurisdictionalizing calls where the caller might be traveling out of their home state,  
23 and placing a long distance call back to Kentucky (explained in greater detail  
24 elsewhere in my testimony). I further explained that it was Sprint's intention to  
25 work with Brandenburg to correct its billing FROM THAT POINT ON.

26

1 It's worth repeating, that at the time Sprint was not pursuing any retroactive relief  
2 from overpaid access Sprint had awarded Brandenburg, over the many years the  
3 issue existed. Sprint wanted prospective relief only – fix the issue and move on.  
4 The representatives from Brandenburg offered no positive indication they were  
5 willing to accept Sprint's explanation of the traveling wireless issue, nor would  
6 they concede the issue existed.

7  
8 **Q. Did Sprint offer any solutions to the billing problem Brandenburg was**  
9 **experiencing?**

10 A. Yes. On the same December 20, 2007 conference call, I advised Brandenburg  
11 of at least three different options that Sprint had utilized with other carriers to  
12 correct the billing going forward. I explained each option in detail, offering to  
13 provide Brandenburg whatever data necessary to make it comfortable with  
14 Sprint's methodology, and expedite the correction to its prospective billing.  
15 Brandenburg indicated that it was not interested in exploring any of the options  
16 presented.

17  
18 **Q. What happened following that conference call in December 2007?**

19 A. I followed up the call with an e-mail summarizing the points made during the  
20 initial call, and suggested we schedule a follow-up call, within 30 days, to walk  
21 through the possible solutions I had presented, in hopes of finding a mutual  
22 resolution to the issue, and correct the billing as soon as possible. Brandenburg  
23 continued to bill all traffic based on using originating and terminating phone  
24 numbers to determine jurisdiction.

25  
26 **Q. Was a second conference call conducted? And what progress was made?**

1 A. Yes. A second call was scheduled for February 8, 2008. I was prepared to walk  
2 through different options that Sprint was utilizing at the time with other carriers to  
3 allow them to fix their billing to account for deficiencies in their jurisdiction  
4 methodologies (similar to Brandenburg's), and allow them to bill Sprint correctly  
5 for wireless-originated traffic. Sprint's philosophy regarding the traveling wireless  
6 issue has always been that we just want the minutes billed correctly. Given there  
7 are multiple options to remedy the billing, Sprint has always been willing to adopt  
8 whatever method the carrier wishes to implement.

9

10 Unfortunately, the second call with Brandenburg lasted less than five minutes –  
11 enough time for Brandenburg to state it was not interested in adopting any billing  
12 solutions, and it was denying Sprint's disputes entirely. Brandenburg stated it  
13 was going to continue to bill the way it was, because that's what it had always  
14 done. See Attachment JAW-6.

15

16 **Q. What happened following the second conference call, conducted on**  
17 **February 8, 2008?**

18 A. Representing Sprint, specifically the Access Verification department, during the  
19 few conversations we had with Brandenburg, I believed I had effectively  
20 explained to Brandenburg in great detail, the industry-accepted problem of  
21 traveling wireless, and the definite flaws that existed with the way in which  
22 Brandenburg was assigning jurisdiction. As well, I repeatedly offered and  
23 explained numerous options available to Brandenburg to remedy its billing to  
24 Sprint. We had filed good faith, legitimate billing disputes with Brandenburg, for  
25 the billing months November 2007 through January 2008, and held two  
26 conference calls, whereby Sprint represented both the problem AND potential



1 solutions. Further, I was confident by that time, that Brandenburg was already  
2 aware of the industry-known issue. In fact, Brandenburg was involved in a  
3 similar Complaint with this Commission against another IXC which was disputing  
4 the PIU Brandenburg was applying to its access bills at that time.

5  
6 In spite of this compelling information, Brandenburg subsequently answered  
7 Sprint with a Disconnect Notice – whereby Brandenburg gave Sprint notice it  
8 intended to shut off service to Sprint’s customers, because of the billing dispute  
9 Sprint had filed. On or about March 28, 2008, Sprint received formal notification  
10 that Brandenburg intended to disconnect service to Sprint’s long distance  
11 customers. Accordingly, Sprint filed the complaint that instigated the present  
12 proceeding.

13  
14 In addition, Sprint calculated and filed retroactive disputes for the time period  
15 January 2002 through October 2007. During this timeframe, Brandenburg’s  
16 billing also included wireless traveling traffic, billed incorrectly at intrastate rates.  
17 Sprint has continued to file formal disputes monthly, and all of these disputes  
18 challenge Brandenburg’s overbilling of FGD access charges to Sprint based on  
19 its failure to use Sprint’s PIU factors.

20  
21 **Q. What additional analysis did Sprint perform to validate its billing disputes?**

22 **A.** To confirm the PIU factors Sprint used in calculating the billing disputes with  
23 Brandenburg, I conducted a traffic study for a sample time period, for traffic  
24 terminating to Brandenburg’s end offices.

25  
26 **Q. Can you describe the traffic study procedures?**

1 A. Sprint extracted CDRs for calls from May 11, 2008 through May 18, 2008 to  
2 telephone numbers served by Brandenburg's end offices. The traffic study file  
3 contained 29,522 CDRs. Pertinent fields from the CDRs were downloaded into  
4 an Excel spreadsheet for analysis, including the calling and called telephone  
5 numbers and the jurisdiction assigned by MPS. I added some columns in the  
6 spreadsheet for my analysis. I added a column to show if the call had been  
7 classified as landline- or wireless-originated, and a column showing the state  
8 associated with the calling telephone number. I also added a column showing  
9 the jurisdiction (interstate or intrastate) that would be derived by simply  
10 comparing the state of the calling telephone number to the destination state of  
11 Kentucky. This column was intended to emulate the method used by  
12 Brandenburg to assign the call jurisdiction for all calls, both landline and wireless-  
13 originated. For the purpose of my analysis, I'll refer to this as the "LEC  
14 Jurisdiction." Finally, I added several tables summarizing my analysis.

15

16 **Q. What were the results?**

17 A. My analysis, as shown in Attachment JAW-4, shows there were **[Begin Sprint**  
18 **Confidential]** minutes of use in the traffic study period. Sprint classified  
19 % of the minutes as interstate and % as intrastate, which includes both  
20 landline and wireless calls. In contrast, the Brandenburg jurisdiction classified  
21 only % of the minutes as interstate, or a difference of percentage points  
22 **[End Sprint Confidential]**.

23

24 I then broke the traffic into two subsets, landline-originated and wireless-  
25 originated. There were **[Begin Sprint Confidential]** **[End Sprint**  
26 **Confidential]** minutes of landline-originated calls. The jurisdiction assignments

1 for landline-originated calls were nearly identical between the MPS and the  
2 Brandenburg jurisdiction values.

3  
4 However, there was a large discrepancy between the two jurisdiction values for  
5 wireless-originated calls. There were **[Begin Sprint Confidential]** ██████████  
6 minutes of use for wireless-originated calls. Sprint classified ██████████% of the  
7 wireless-originated minutes as interstate. (This is because the vast majority of  
8 interMTA calls are, by definition, interstate as well, as illustrated in Attachment  
9 JAW-3.) In contrast, the LEC Jurisdiction method classified only ██████████% of the  
10 wireless-originated minutes as interstate, a very substantial ██████████ percentage point  
11 differential **[End Sprint Confidential]**. Sprint's data shows that the wireless-  
12 originated calls which Sprint classifies as interstate, but that the Brandenburg  
13 jurisdiction method would incorrectly classify as intrastate, actually originated in  
14 43 other states and Puerto Rico. See Attachment JAW-3.

15  
16 The traffic study very clearly demonstrated that the method used by Brandenburg  
17 to assign jurisdiction for wireless-originated calls is inaccurate. This outdated  
18 methodology causes Brandenburg to mistakenly classify as intrastate a  
19 significant portion of wireless-originated calls that are physically interstate. As a  
20 result, Brandenburg overcharges Sprint for this traffic, in violation of its tariff and  
21 applicable laws and regulations.

22  
23 **Q. Why is there so little wireless-originated intrastate terminating switched  
24 access traffic?**

25 **A.** Almost all Sprint PCS wireless traffic originating in Kentucky, including traveling  
26 traffic, is intraMTA traffic that is delivered over local interconnection trunks under

1 the Sprint PCS-Brandenburg interconnection agreement, and is billed by  
2 Brandenburg at the applicable local interconnection rate. When Sprint's  
3 Kentucky wireless customers travel outside of the wireless local serving area, the  
4 calls are delivered by Sprint long distance over switched access facilities. In  
5 addition, most of the intrastate interMTA areas, illustrated by the dark grey areas  
6 in Attachment JAW-3, are not served by Sprint's wireless network, further  
7 minimizing the volume of these calls in the traffic study.

8  
9 **Q. Does Sprint pay Brandenburg for this local traffic?**

10 **A.** Yes – Sprint pays the local reciprocal compensation rate under the  
11 interconnection agreement for 95% of this traffic, and by agreement assumes  
12 that 5% of this traffic is actually non-local interMTA traffic subject to intrastate  
13 access. See Attachment JAW-5, Appendix 2, p. 2.

14  
15 **VIII. FINANCIAL HARM TO SPRINT**

16  
17 **Q. What is the magnitude of the issue to Sprint?**

18 **A.** To date, Sprint estimates that it overpaid Brandenburg [**Begin Sprint**  
19 **Confidential**] \$ [REDACTED] [**End Sprint Confidential**] for the traveling wireless  
20 issue since 2002, when the impact began its growth. The exact amounts are set  
21 forth on Attachment JAW-7. As described earlier, these amounts were  
22 calculated by quantifying the monthly minutes of use billed for both interstate and  
23 intrastate access, and comparing the percent Brandenburg billed at the interstate  
24 rates, to the percent Sprint measured accurately for interstate traffic. The  
25 percentage difference in those minutes were re-rated from the vastly higher

1 intrastate rate being billed to Sprint, to the correct interstate rate, and Sprint  
2 remitted payment on the valid portion of the access invoices.

3

4 **Q. What relief is Sprint requesting in this case?**

5 A. Sprint is requesting the following relief. First, Sprint requests a Commission  
6 order that Brandenburg's use of calling party number to assign jurisdiction to  
7 wireless-originated calls violates its intrastate access tariff. Such an order is  
8 appropriate because Brandenburg's methodology is inaccurate as a matter of  
9 fact, and improperly results in interstate traffic being billed pursuant to intrastate  
10 tariffs.

11

12 Second, the Commission should order that because Brandenburg did not assign  
13 jurisdiction based on accurate call detail information, Brandenburg was obligated  
14 under its intrastate access tariff to issue bills based on Sprint's reported PIU.

15

16 Third, because Brandenburg never challenged Sprint's reported PIU, and never  
17 engaged in an audit of Sprint's PIU, Sprint's PIU factors (set forth in Attachment  
18 JAW-7) are binding for all time periods within the scope of this action.

19

20 Fourth, Sprint requests a Commission order stating that Sprint's liability to  
21 Brandenburg for terminating access charges is reduced by **[Begin Sprint**  
22 **Confidential]** \$ [REDACTED] **[End Sprint Confidential]** as set forth in Attachment  
23 JAW-7

24

25 Fifth, Sprint requests a Commission order requiring Brandenburg to comply with  
26 Point Four, above, by issuing a credit to Sprint's access billing account for

1           **[Begin Sprint Confidential]** \$██████████, which is the amount Sprint has withheld  
2           to date, and to submit a refund to Sprint of \$██████████ **[End Sprint**  
3           **Confidential]** for amounts previously paid by Sprint, plus interest as calculated  
4           under terms of the tariff.

5  
6           Finally, Sprint requests that the Commission order that Brandenburg may not  
7           follow through on its threats to discontinue service to Sprint.

8  
9           **Q.     What does Sprint expect Brandenburg to do going forward?**

10          A.     Going forward, Sprint expects Brandenburg to acknowledge the traveling  
11          wireless issue exists, and concede that using phone numbers to attempt to  
12          assign jurisdiction will not always work. As well, Sprint expects Brandenburg to  
13          correct its switched access billing to reflect correctly rated traffic, utilizing one of  
14          the options presented to them, or some other mutually agreed upon solution.

15  
16          If Brandenburg wishes to bill based on call detail information Brandenburg needs  
17          to implement a change to its billing system to begin using the JIP value to  
18          determine jurisdiction, which is the industry-recommended solution for carriers to  
19          fix their traveling wireless jurisdiction flaws. If that change isn't feasible at this  
20          time, Sprint would suggest that Brandenburg apply Sprint's filed PIU factor to all  
21          of its FGD billed traffic on a monthly basis.

22  
23          Sprint also allows for the utilization of a report that Sprint can generate from its  
24          jurisdictional reporting system, and can provide monthly. This report quantifies  
25          Brandenburg's mis-jurisdictionalized minutes, and re-rates them for correction  
26          using a back-end monthly billing adjustment (crediting in arrears).

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**Q. Since Sprint began disputing Brandenburg's improper billing, what steps has Brandenburg taken to correct its billing to Sprint?**

A. To date, Brandenburg has not made a single billing change to correct the overbilling of intrastate rates, due to mis-jurisdictionalized calls, and continues to misassign jurisdiction to wireless calls based merely on the calling telephone number.

As previously testified, Sprint's initial objective was to assist Brandenburg in implementing a billing solution going forward. However, after numerous unsuccessful attempts to get Brandenburg to even listen to the proposed remedies, its complete refusal to acknowledge and discuss the flaws in its methodology, and its continued threat to disconnect Sprint's customers, Sprint was forced to secure legal assistance in protecting its customers' service.

Since that time, Sprint has spent an exorbitant amount of time, resources, and money defending its position in the legal arena, as opposed to working it out between the two companies. As stated earlier, Sprint has never encountered a LEC that wasn't willing to implement solutions to account for the flaws in its methodology in assigning jurisdiction to traveling wireless calls. Because this issue pre-dated our first 2007 dispute, Sprint is seeking refunds going back to 2002. Additionally, it would be unreasonable for Brandenburg to be allowed to stall, by refusing to correct its methodology for the considerable time that has passed since Sprint presented the issue to Brandenburg two years ago, and not be accountable for relief subsequent to that time.

1 **Q. Does this conclude your Direct Testimony?**

2 **A. Yes, it does.**

3 112183.133665/588210.1



# **ATTACHMENT JAW-1**

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 1 1999

PURSUANT TO 207 KAR 5011,  
SECTION 9(1)

BY Stephan D. Bell  
SECRETARY OF THE COMMISSION

Issued: September 20, 1999

Effective: November 1, 1999

By: W.W. Magruder, Executive Vice President

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.4(c) (4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

PUBLIC SERVICE COMMISSION  
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NOV 1 1999

PURSUANT TO KRE 011,  
SECTION 9(1)

BY Stephen R. K...  
SECRETARY OF THE COMMISSION

Issued: September 20, 1999      Effective: November 1, 1999  
By: W.W. Magruder, Executive Vice President

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.6 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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PURSUANT TO 307 KAR 5011,  
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BY Stephan D. Bell  
SECRETARY OF THE COMMISSION

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 1 1999

PURSUANT TO 507 KAR 6011,  
SECTION 9(1)

BY: Stephan Hill

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By: W.W. Magruder, Executive Vice President

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.11 Jurisdictional Report and Certification Requirements

(A) Certification Requirements - Specified Access, Digital Subscriber Line Access and Public Packet Data Network Services

When the customer orders Special Access Service or Public Packet Data Network, and the customer certifies to the Telephone Company in writing that more than ten percent of the traffic is intrastate, the service is considered to be intrastate and is provided under this Tariff.

Following initial certification, should the jurisdictional nature of the customer's Special Access or Public Packet Data Network Services change, the customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the customer's notice of change. No charge applies for the jurisdictional change.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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PURSUANT TO KRS 501.011,  
SECTION 9 (1)

BY: Stephan D. Rice  
SECRETARY OF THE COMMISSION

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By: W.W. Magruder, Executive Vice President

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(B) Disputes Involving Jurisdictional Certification - Special Access and Public Packet Data Network

If a dispute arises concerning the certification of projected intrastate traffic as described in (A) above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is intrastate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service or Public Packet Data Network, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access or Public Packet Data Network Service.

(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the customer and cases where the Telephone Company will develop jurisdictional percentages.

(1) General

Except where Telephone Company measured access minutes are used as set forth following, the customer shall report the percentage of interstate use as set forth in (2) or (3) following and such report will be used for

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BY: Stevan R. ...

OFFICER OF THE PUBLIC SERVICE COMMISSION

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

billing purposes until the customer reports a different projected interstate percentage for an in-service end office group. When the customer adds BHMC, lines or trunks to an existing end office group, the customer shall furnish a revised projected interstate percentage that applies to the total BHMC, lines or trunks.

When the customer discontinues BHMC, lines or trunks from an existing group, the customer shall furnish a revised projected interstate percentage for the remaining BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for joint interstate and intrastate use.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

Except where the Telephone Company is billing according to actuals by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report.

If the customer does not supply the reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service as set forth in (2) through (4) following.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

The PIUS described in (2) through (4) following are applied to usage rated Carrier Common Line, Information Surcharge, Local Switching, Tandem Switched Transport and Transport Interconnection charges. Separate PIUS are required for flat rated Entrance Facilities, Direct Transport and Multiplexer.

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SECRETARY OF THE COMMISSION

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements - Switched Access (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Feature Groups A and B

- (a) When a customer orders Feature Group A or Feature Group B Switched Access Service the customer shall, in its order, state the projected interstate percentage for interstate usage for each Feature Group A or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well. If the customer discontinues some but not all of the Feature Group A or Feature Group B Switched Access Services in a group, it shall provide the projected interstate percentage for such services which are remaining.
- (b) For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Feature Group A or Feature Group B Switched Access Service(s) information will be used to determine the charges.

For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Feature Groups C and D

When a customer orders Feature Group C or Feature Group D Switched Access Service(s) the customer may provide the projected interstate usage for each end office in its order. Alternatively the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows:

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Feature Groups C and D (Cont'd)

- For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office where the Feature Group C or Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.
- For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes will be used to develop the projected interstate percentage for such terminating access minutes.

When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. This percentage shall be used by the Telephone Company as the projected interstate percentage for originating and terminating access minutes. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating minutes from 100 (intrastate percentage = 100 - interstate percentage).

When the customer has both interstate and intrastate Operator Services traffic, the percentage interstate usage determined for the customer's FGC or FGD service will be applied to the customer's Operator Services charges.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Directory Assistance Service

When a customer orders Directory Assistance Service, the customer shall in its order, provide the projected interstate percentage for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the customer may wish to adopt could be to use its terminating traffic from its premises to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in (3) preceding.) The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage furnished by the customer from 100 (intrastate percentage = 100 - customer percentage).

(D) Billing Disputes Involving Jurisdictional Reports - Switched Access

For Switched Access, if a billing dispute arises concerning the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage. The Telephone Company will not request such data more than once a year. The customer shall supply the data within thirty (30) days of the Telephone Company request.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage determined as set forth in 2.3.11 preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate.

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The intrastate percentage may change as revised usage reports are submitted as set forth in 2.3.11 preceding.

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# **ATTACHMENT JAW-2**

## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

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80 So. Jefferson Road, Whippany, NJ 07981



## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.4(C)(4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this tariff.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.11 Jurisdictional Report and Certification Requirements

(A) Certification Requirements - Special Access, Digital Subscriber Line Access and Public Packet Data Network Services

When the customer orders Special Access Service, Digital Subscriber Line Access Service \* or Public Packet Data Network Service, and the customer certifies to the Telephone Company in writing that more than ten percent of the traffic is interstate, the service is considered to be interstate and is provided under this Tariff. (C)

Following initial certification, should the jurisdictional nature of the customer's Special Access, Digital Subscriber Line Access or Public Packet Data Network Services change, the customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the customer's notice of change. No charge applies for the jurisdictional change.

\* Digital Subscriber Line Access Service used for connections to the Internet is classified as interstate service provided under this tariff in compliance with the Federal Communications Commission's Memorandum Opinion and Order released October 30, 1998 (FCC 98-292).

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(B) Disputes Involving Jurisdictional Certification -  
Special Access and Public Packet Data Network

If a dispute arises concerning the certification of projected interstate traffic as described in (A) above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service or Public Packet Data Network Service, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access or Public Packet Data Network Service.

(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (1) through (4), below, apply.

(C)  
|  
(C)  
  
(D)  
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(D)

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) Percentage of Interstate Use (PIU)

(a) For purposes of developing the projected interstate percentage for Feature Group C or Feature Group D, the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

(N)

For purposes of developing the projected interstate percentage for Feature Group A or Feature Group B, pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated, is an interstate communication.

(C)

(C)

(T)

(M)

(M)

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) Percentage of Interstate Use (PIU) (Cont'd)

(N)

(b) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use PIU factors(s) described in (2), below, to determine the jurisdiction of those minutes of use.

(C)

When the Telephone Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will apply the PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in (2), below, only to those minutes of use for which the Telephone Company does not have sufficient call detail. Such PIU factor(s) will be used until the customer provides an update to its PIU factor(s) as set forth in (2) (g) or (h), below.

For all flat rated Switched Access Services, the Telephone Company will apply the PIU factor(s) as provided by the customer or developed by the Telephone Company as set forth in (2), below, each month until the customer provides an update to its PIU factor(s) as described in (2) (g) or (h), below.

(C)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(2) Use of PIU Factors

- (a) As specified in Section 5.2.1, following, the customer will provide a projected PIU for each Switched Access Service for each end office when placing its order. Such PIU factors are applied to all usage rated elements (including but not limited to Information Surcharge, Local Switching, and Tandem Switched Transport), where the Telephone Company does not receive sufficient call detail to determine the jurisdiction of the usage. (C)

If the customer fails to provide a PIU factor on its order for service, the following provisions apply. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction and when the Feature Group C or Feature Group D access minutes of use are measured, the Telephone Company will develop PIU factor(s) on a monthly basis by end office by dividing the customer's measured interstate originating access minutes (the access minutes where the calling party is in one state and the called party is in another state) by the customer's total originating access minutes. For terminating access minutes, the same data used by the Telephone Company to develop the PIU factor for originating access minutes will be used to develop the PIU factor for such terminating access minutes.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd)

The Telephone Company developed PIU factor(s) described in this section will only be used for minutes of use for which the Telephone Company does not have sufficient call detail to determine the jurisdiction until such time as the customer provides updated PIU factor(s) for these services.

(b) Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport Facilities, and Switched Access Services Optional Features and Functions. The PIU factor(s) for use with such flat rated elements will reflect the combination of originating and terminating traffic of all services using such facilities.

If the customer fails to provide a PIU factor on its order for service, the Telephone Company will apply the PIU factor it developed pursuant to (2)(a), above, against the customer's flat rated Switched Access Services to apportion those changes between the jurisdictions.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (N)  
 (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd) (T)

- (c) When a customer orders Feature Group A or Feature Group B Switched Access Service, the customer shall, in its order, state the projected percentage for interstate usage for each Feature Group A or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well. For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be developed intrastate access minutes. (M)
- (d) When a customer orders Directory Assistance Service, the customer shall, in its order, provide the projected interstate percentage for terminating use. (T)  
(M)  
(M)  
(C)
- (e) When the customer has both interstate and intrastate Operator Services traffic, the percentage interstate usage determined for the customers' FGC or FGD service will be applied to the customer's Operator Services charges. (T)  
(M)  
(M)

Certain material currently found on this page formerly appeared on 4th Revised Page 2-21 and 5th Revised Page 2-24.

Certain material formerly found on this page now appears on Original Page 2-18.2, 6th Revised Page 2-19, Original Page 2-19.1 and Original Page 2-21.1.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (T)  
 (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd) (T)

(f) For each service, the customer may only provide a PIU factor that is in a whole number format, i.e., a number from 0 to 100. When the customer provides the PIU factor, the Telephone Company will subtract the provided PIU from 100 and the difference is the percent interstate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer provided factors will be used by the Telephone Company as described in (1) (b), above, until the customer provides updated PIU factors as required in (2) (g) or (h), below. (N)

(g) When the customer adds or discontinues Busy Hour Minutes of Capacity (BHMC), lines or trunks to an existing Switched Access Service group, the customer shall furnish a revised projected interstate percentage for the remaining BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing, where applicable, and will be effective on the next bill date. No prorating or back billing will be done based on such revised report. (C)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd)

- (h) Effective on the first of January, April, July and October of each year, the customer shall update its interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Such revised report will serve as the basis for the next three month's billing for determining the jurisdiction for Switched Access Services in cases where the Telephone Company does not have sufficient call detail to do so and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.
- If the customer does not supply the revised reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the customer's order for service or as developed by the Telephone Company as specified in (2)(a), above.

Certain material currently found on this page formerly appeared on 5th Revised Page 2-19 and 9th Revised Page 2-20.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Maintenance of Customer Records (T)

(a) The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (2), above, for Switched Access Services. Such records shall consist of (i) and (ii), below, if applicable.

(N)

(i) All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;

(ii) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (T)  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (T)  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports - (T)  
Switched Access (T)

(a) If a billing dispute arises or if a regulatory commission questions the projected PIU factor(s) provided by the customer, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected PIU factor(s). This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within thirty (30) days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in (3), above, and upon request of the Telephone Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company. (C)

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports - Switched Access (Cont'd)

(b) If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of the Tariff and subject to the provisions specified in Section 2.1.8(A), preceding.

(c) Audits may be conducted by: (1) the Telephone Company when the customer agrees; (2) an independent auditor under contract to the Telephone Company; (3) a mutually agreed upon independent auditor paid for equally by the customer and the Telephone Company; or (4) an independent auditor selected and paid for by the customer. If the customer selects option (4), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following Commission procedures for measuring interstate traffic as established by Commission Order, and provide the Telephone Company a report with supporting documentation to verify such procedures.

(N)

(d) Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

(C)

(C)

(N)

(N)

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## ACCESS SERVICE

(N)

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(4) Disputes Involving Jurisdictional Reports -  
Switched Access (Cont'd)

(e) When a PIU audit is conducted by the Telephone Company or an independent auditor under contract to the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail. The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the customer's usage for the quarter the audit is completed, the usage for the quarter prior to the completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report revised PIU pursuant to (2)(g) or (h), above. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in (4)(a), above, may be applied.

(f) Both credit and debit adjustments will be made to the customer's interstate access charges based on the audit results for the specified periods to accurately reflect the interstate usage for the customer's account consistent with Section 2.4.1, following.

(N)

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports -  
Switched Access (Cont'd)

- (g) If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated its PIU(s) by 20 percentage points or more, the Telephone Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds within 30 days from receipt and shall carry a late payment penalty as set forth in Section 2.4.1, following, if not paid within the 30 days.

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in Section 2.3.11(C) (2), preceding, will serve as the basis for prorating the charges unless the Telephone Company is billing according to sufficient call details as set forth in Section 2.3.11(C) (1) (b), preceding. The percentage of a Switched Access Service to be charged as interstate is applied in the following manner:

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(C)

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.

(C)

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

(D)  
(D)

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# **ATTACHMENT JAW-2**

## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

(x) Issued to reflect new corporate address.

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Issued: February 23, 2000

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80 So. Jefferson Road, Whippany, NJ 07981

## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.4(C)(4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

(x) Issued to reflect new corporate address.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

(x) Issued to reflect new corporate address.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this tariff.

(x) Issued to reflect new corporate address.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.11 Jurisdictional Report and Certification Requirements

(A) Certification Requirements - Special Access, Digital Subscriber Line Access and Public Packet Data Network Services

When the customer orders Special Access Service, Digital Subscriber Line Access Service \* or Public Packet Data Network Service, and the customer certifies to the Telephone Company in writing that more than ten percent of the traffic is interstate, the service is considered to be interstate and is provided under this Tariff. (C)

Following initial certification, should the jurisdictional nature of the customer's Special Access, Digital Subscriber Line Access or Public Packet Data Network Services change, the customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the customer's notice of change. No charge applies for the jurisdictional change.

\* Digital Subscriber Line Access Service used for connections to the Internet is classified as interstate service provided under this tariff in compliance with the Federal Communications Commission's Memorandum Opinion and Order released October 30, 1998 (FCC 98-292).

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(B) Disputes Involving Jurisdictional Certification - Special Access and Public Packet Data Network

If a dispute arises concerning the certification of projected interstate traffic as described in (A) above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service or Public Packet Data Network Service, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access or Public Packet Data Network Service.

(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (1) through (4), below, apply.

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) Percentage of Interstate Use (PIU)

(a) For purposes of developing the projected interstate percentage for Feature Group C or Feature Group D, the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

(N)

For purposes of developing the projected interstate percentage for Feature Group A or Feature Group B, pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated, is an interstate communication.

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(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) Percentage of Interstate Use (PIU) (Cont'd)

(N)

(b) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use PIU factors(s) described in (2), below, to determine the jurisdiction of those minutes of use.

(C)

When the Telephone Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will apply the PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in (2), below, only to those minutes of use for which the Telephone Company does not have sufficient call detail. Such PIU factor(s) will be used until the customer provides an update to its PIU factor(s) as set forth in (2) (g) or (h), below.

For all flat rated Switched Access Services, the Telephone Company will apply the PIU factor(s) as provided by the customer or developed by the Telephone Company as set forth in (2), below, each month until the customer provides an update to its PIU factor(s) as described in (2) (g) or (h), below.

(C)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(2) Use of PIU Factors

- (a) As specified in Section 5.2.1, following, the customer will provide a projected PIU for each Switched Access Service for each end office when placing its order. Such PIU factors are applied to all usage rated elements (including but not limited to Information Surcharge, Local Switching, and Tandem Switched Transport), where the Telephone Company does not receive sufficient call detail to determine the jurisdiction of the usage. (C)

If the customer fails to provide a PIU factor on its order for service, the following provisions apply. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction and when the Feature Group C or Feature Group D access minutes of use are measured, the Telephone Company will develop PIU factor(s) on a monthly basis by end office by dividing the customer's measured interstate originating access minutes (the access minutes where the calling party is in one state and the called party is in another state) by the customer's total originating access minutes. For terminating access minutes, the same data used by the Telephone Company to develop the PIU factor for originating access minutes will be used to develop the PIU factor for such terminating access minutes.

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd)

(N)

The Telephone Company developed PIU factor(s) described in this section will only be used for minutes of use for which the Telephone Company does not have sufficient call detail to determine the jurisdiction until such time as the customer provides updated PIU factor(s) for these services.

(C)

(C)

(b) Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport Facilities, and Switched Access Services Optional Features and Functions. The PIU factor(s) for use with such flat rated elements will reflect the combination of originating and terminating traffic of all services using such facilities.

(M)

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(C)

If the customer fails to provide a PIU factor on its order for service, the Telephone Company will apply the PIU factor it developed pursuant to (2)(a), above, against the customer's flat rated Switched Access Services to apportion those changes between the jurisdictions.

(N)

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (N)  
 (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd) (T)

- (c) When a customer orders Feature Group A or Feature Group B Switched Access Service, the customer shall, in its order, state the projected percentage for interstate usage for each Feature Group A or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well. For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be developed intrastate access minutes. (T)  
(M)
- (d) When a customer orders Directory Assistance Service, the customer shall, in its order, provide the projected interstate percentage for terminating use. (T)  
(M)  
(M)  
(C)
- (e) When the customer has both interstate and intrastate Operator Services traffic, the percentage interstate usage determined for the customers' FGC or FGD service will be applied to the customer's Operator Services charges. (T)  
(M)  
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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (T)  
 (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd) (T)

(f) For each service, the customer may only provide a PIU factor that is in a whole number format, i.e., a number from 0 to 100. When the customer provides the PIU factor, the Telephone Company will subtract the provided PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer provided factors will be used by the Telephone Company as described in (1)(b), above, until the customer provides updated PIU factors as required in (2)(g) or (h), below. (N)

(g) When the customer adds or discontinues Busy Hour Minutes of Capacity (BHMC), lines or trunks to an existing Switched Access Service group, the customer shall furnish a revised projected interstate percentage for the remaining BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing, where applicable, and will be effective on the next bill date. No prorating or back billing will be done based on such revised report. (C)

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (Cont'd)

(N)

(h) Effective on the first of January, April, July and October of each year, the customer shall update its interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Such revised report will serve as the basis for the next three month's billing for determining the jurisdiction for Switched Access Services in cases where the Telephone Company does not have sufficient call detail to do so and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

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(C)

If the customer does not supply the revised reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the customer's order for service or as developed by the Telephone Company as specified in (2) (a), above.

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(C)

Certain material currently found on this page formerly appeared on 5th Revised Page 2-19 and 9th Revised Page 2-20.

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Issued: June 3, 2003

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Director - Access Tariffs  
80 So. Jefferson Road, Whippany, NJ 07981

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Maintenance of Customer Records

(T)

(a) The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (2), above, for Switched Access Services. Such records shall consist of (i) and (ii), below, if applicable.

(N)

(i) All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;

(ii) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

(N)

Certain material formerly found on this page now appears on 6th Revised Page 2-19.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (T)  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

Certain material formerly found on this page now appears on 6th Revised Page 2-19 and 10th Revised Page 2-20.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports - Switched Access (T)  
(T)

(a) If a billing dispute arises or if a regulatory commission questions the projected PIU factor(s) provided by the customer, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected PIU factor(s). This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within thirty (30) days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in (3), above, and upon request of the Telephone Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company. (C)

Certain material formerly found on this page now appears on 10th Revised Page 2-20 and Original Page 2-24.1.

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports - Switched Access (Cont'd)

(b) If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of the Tariff and subject to the provisions specified in Section 2.1.8(A), preceding.

(c) Audits may be conducted by: (1) the Telephone Company when the customer agrees; (2) an independent auditor under contract to the Telephone Company; (3) a mutually agreed upon independent auditor paid for equally by the customer and the Telephone Company; or (4) an independent auditor selected and paid for by the customer. If the customer selects option (4), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following Commission procedures for measuring interstate traffic as established by Commission Order, and provide the Telephone Company a report with supporting documentation to verify such procedures.

(N)

(d) Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

(C)

(C)

(N)

(N)

Certain material currently found on this page formerly appeared on 5th Revised Page 2-24.

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## ACCESS SERVICE

(N)

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(4) Disputes Involving Jurisdictional Reports -  
Switched Access (Cont'd)

(e) When a PIU audit is conducted by the Telephone Company or an independent auditor under contract to the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail. The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the customer's usage for the quarter the audit is completed, the usage for the quarter prior to the completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report revised PIU pursuant to (2)(g) or (h), above. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in (4)(a), above, may be applied.

(f) Both credit and debit adjustments will be made to the customer's interstate access charges based on the audit results for the specified periods to accurately reflect the interstate usage for the customer's account consistent with Section 2.4.1, following.

(N)

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ACCESS SERVICE

(N)

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements  
(Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports -  
Switched Access (Cont'd)

- (g) If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated its PIU(s) by 20 percentage points or more, the Telephone Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds within 30 days from receipt and shall carry a late payment penalty as set forth in Section 2.4.1, following, if not paid within the 30 days.

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in Section 2.3.11(C)(2), preceding, will serve as the basis for prorating the charges unless the Telephone Company is billing according to sufficient call details as set forth in Section 2.3.11(C)(1)(b), preceding. The percentage of a Switched Access Service to be charged as interstate is applied in the following manner:

(C)  
|  
(C)  
  
(C)  
|  
(C)

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.

(C)

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

(D)  
(D)

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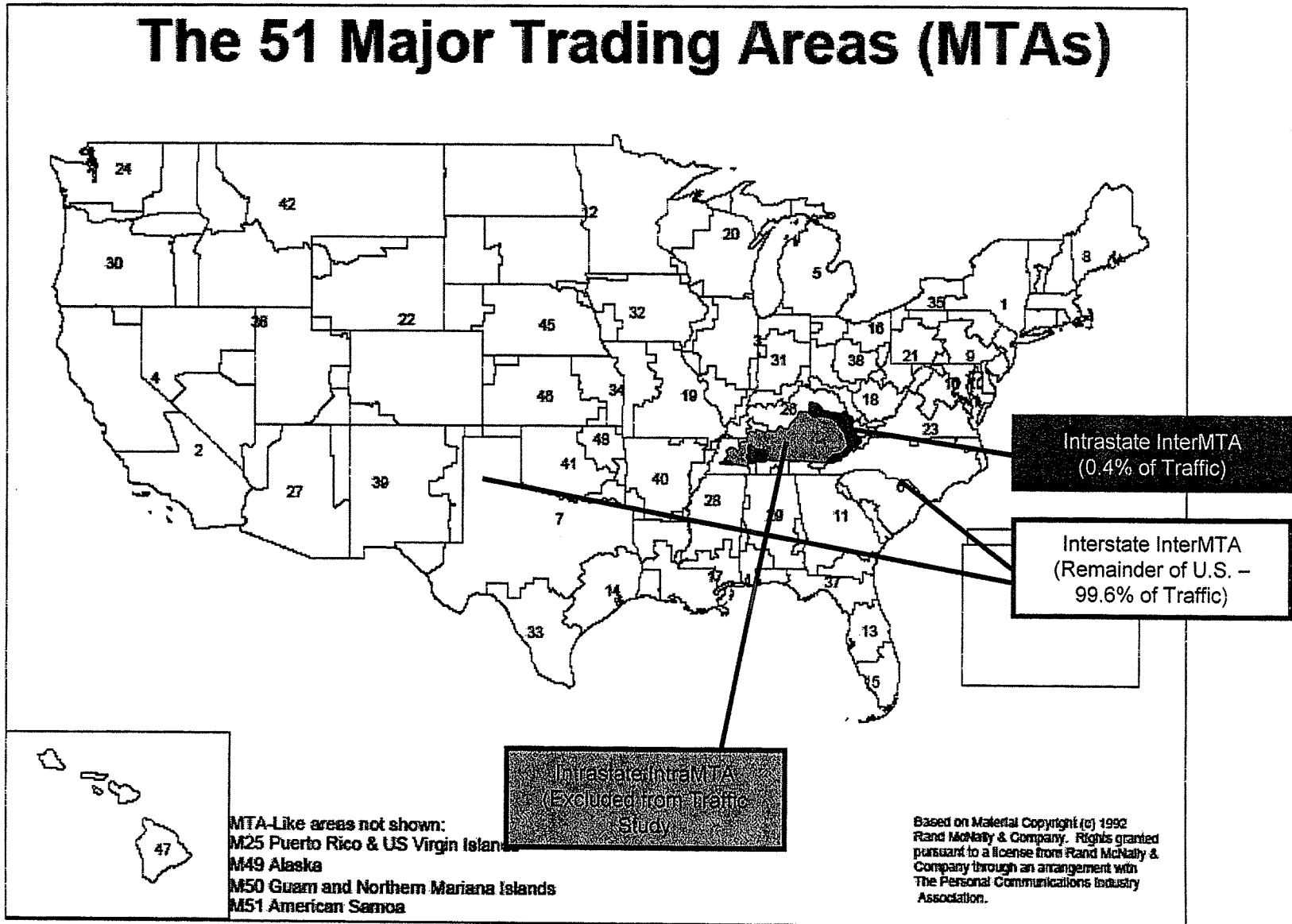
Director - Access Tariffs  
80 So. Jefferson Road, Whippany, NJ 07981



# **ATTACHMENT JAW-3**

## MTA Boundary Influence on Brandenburg Traffic Study Results

# The 51 Major Trading Areas (MTAs)



CASE NO. 2008-00135  
 Sprint Traffic Study Analysis  
 Date of Study: [REDACTED]  
 Company Code: 0398 Brandenburg Telephone

Terminating MOU's only

Origination (All)

Sum of Minutes	LEC JUR		
Sprint JUR	TER	TRA	Grand Total
TER	[REDACTED]	[REDACTED]	[REDACTED]
TRA	[REDACTED]	[REDACTED]	[REDACTED]
Grand Total	[REDACTED]	[REDACTED]	[REDACTED]

PIU based on LEC jurisdiction method [REDACTED]  
 PIU based on Sprint jurisdiction method [REDACTED]  
 Actual billed [REDACTED]  
 Actual filed [REDACTED]

The first table includes all minutes of use (MOUs) terminating to Brandenburg's end offices - both landline and wireless originating traffic. It illustrates the jurisdiction determined by Sprint and Brandenburg separately, using their alternate methodologies for determining jurisdiction. Brandenburg's totals were determined comparing the calling party number to the called phone number to define the states used in the jurisdiction of each call. Sprint utilizes that same method to jurisdictionalize landline-originated calls. However, Sprint uses a different method for wireless-originated calls. For wireless-originated calls, Sprint uses the NPA-NXX of the originating wireless switch to identify the geographical point of call origination used for call jurisdiction. Using Brandenburg's methodology, the PIU calculates to [REDACTED] for this week-long study, while Sprint's method yields [REDACTED]. Brandenburg billed interstate rates for [REDACTED] of the usage period for this traffic, and Sprint's filed factor for this usage period, was [REDACTED]. This illustrates that Sprint's filed PIU factor clearly accounts for the wireless originating traffic that is misjurisdictionalized using Brandenburg's obsolete methodology. Therefore, [REDACTED] of the total terminating MOUs billed by Brandenburg were overbilled by [REDACTED]/min. Brandenburg's Intrastate rate per minute is \$[REDACTED] and its Interstate rate per minute is [REDACTED].

Origination Landline

Sum of Minutes	LEC JUR		
Sprint JUR	TER	TRA	Grand Total
TER	[REDACTED]	[REDACTED]	[REDACTED]
TRA	[REDACTED]	[REDACTED]	[REDACTED]
Grand Total	[REDACTED]	[REDACTED]	[REDACTED]

PIU based on LEC jurisdiction method [REDACTED]  
 PIU based on Sprint jurisdiction method [REDACTED]

The second table includes all MOUs terminating to Brandenburg's end offices for landline originated traffic only. It illustrates the jurisdiction determined by Sprint and Brandenburg separately; however, the same methodologies are used for determining jurisdiction. Both Sprint and Brandenburg compare the calling party number to the called party number to define the states used in determining jurisdiction. Using the same methodology for determining jurisdiction on landline traffic illustrates both companies closely agree on the PIU of [REDACTED].

Origination Wireless

Sum of Minutes	LEC JUR		
Sprint JUR	TER	TRA	Grand Total
TER	[REDACTED]	[REDACTED]	[REDACTED]
TRA	[REDACTED]	[REDACTED]	[REDACTED]
Grand Total	[REDACTED]	[REDACTED]	[REDACTED]

PIU based on LEC jurisdiction method [REDACTED]  
 PIU based on Sprint jurisdiction method [REDACTED]

The third table includes all MOUs terminating to Brandenburg's end offices for wireless originated traffic only. It illustrates the jurisdiction determined by Sprint and Brandenburg separately, using their alternate methodologies for determining jurisdiction. Brandenburg's totals were determined by comparing the calling party number to the called party number to define the states used in the jurisdiction of each call. Sprint's totals were determined using the NPA-NXX of the originating wireless switch to the NPA-NXX of the terminating phone number to define the states used in the jurisdiction of each call. Using Brandenburg's methodology, the PIU calculates to [REDACTED] for this week-long study, while Sprint's yields [REDACTED].

# **ATTACHMENT JAW-5**

**AGREEMENT**

for

**FACILITIES-BASED NETWORK INTERCONNECTION FOR  
TRANSPORT AND TERMINATION OF  
TELECOMMUNICATIONS TRAFFIC**

**CMRS-LEC AGREEMENT**

Between

**SPRINT SPECTRUM, L.P.**

and

**BRANDENBURG TELEPHONE COMPANY, INC.**

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  - 5.1 Subject Traffic
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**AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION  
FOR TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC  
(CMRS-LEC AGREEMENT)**

**INTRODUCTION**

Pursuant to this CMRS-LEC Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic, Brandenburg Telephone Company, Inc. ("Brandenburg") and SPRINT Spectrum, L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo., a Delaware limited partnership and as agent for SPRINT Com, Inc., a Kansas corporation, d/b/a SPRINT PCS ("SPRINT PCS") will extend certain network arrangements to one another as specified below.

**RECITALS**

WHEREAS, SPRINT PCS is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, Brandenburg is a local exchange carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

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

**1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

1.3 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office

RA

Switch.

1.4 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Part 20 of the FCC's Rules.

1.5 "Commission" means the Kentucky Public Service Commission.

1.6 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").

1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.12 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

1.13 "Interconnection" for purposes of this Agreement is the linking of the SPRINT PCS and Brandenburg networks for the delivery of traffic.

1.14 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.15 "Inter-MTA Traffic" is: (a) traffic originated by a CMRS end user of SPRINT PCS in one MTA and terminated to an end user of Brandenburg in another MTA; and (b) traffic originated by an end user of Brandenburg in one MTA and terminated to an end user of SPRINT PCS in another MTA. Inter-MTA Traffic is subject to Brandenburg's originating and terminating Switched Exchange Access Service charges.

1.16 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.17 "Major Trading Area" or "MTA" means Major Trading Area as defined in Section 24.202(a) of the FCC's rules.

1.18 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.

1.19 "NXX" means a three-digit code valid within an area code (i.e., numbering plan area or "NPA") which appears as the first three digits of a seven digit telephone number with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.



1.20 "Party" means either Brandenburg or SPRINT PCS, and "Parties" means Brandenburg and SPRINT PCS.

1.21 "Point of Connection" or "POC" is a mutually agreed upon point of demarcation between networks where the delivery of traffic from one Party to the other Party takes place.

1.22 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. The use by a CMRS provider of a Rate Center V&H for mobile CMRS services has no specific geographic meaning.

1.23 "Subject Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between a CMRS licensee and a LEC, Subject Traffic is defined as traffic which is originated by an end user of one Party and terminates to an end user of the other Party within the same Major Trading Area ("MTA"), provided that the end user of SPRINT PCS is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(e) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.24 "Telecommunications" is as defined in the Act.

1.25 "Telecommunications Carrier" is as defined in the Act.

1.26 "Termination" is, with respect to Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.27 "Transport" is, with respect to Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the transmission and any necessary tandem switching of such telecommunications traffic from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

## 2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the

meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including SPRINT PCS, Brandenburg's or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement shall prevail. This agreement supersedes any prior agreement between the parties.

### 3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the CMRS network of SPRINT PCS and the LEC network of Brandenburg for the purposes of delivering certain traffic within the scope of this Agreement specifically including:

3.1.1 CMRS to LEC Subject Traffic that is: (a) originated on the CMRS network of SPRINT PCS; (b) delivered to the Brandenburg network over the connecting facilities pursuant to this Agreement; and (c) terminated on the incumbent LEC network of Brandenburg;

3.1.2 CMRS to LEC Inter-MTA Traffic that is: (a) originated on the CMRS network of SPRINT PCS; (b) delivered to the Brandenburg network over the connecting facilities pursuant to this Agreement; and (c) terminated on the incumbent LEC network of Brandenburg;

#### 3.1.3 RESERVED FOR FUTURE USE

3.1.4 LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of Brandenburg; (b) delivered to SPRINT PCS over the connecting facilities pursuant to this Agreement; and (c) terminated on the CMRS network of SPRINT PCS;

3.1.5 LEC to CMRS InterMTA Traffic that is: (a) originated on the incumbent network of Brandenburg; (b) delivered to SPRINT PCS over the connecting facilities pursuant to this agreement; and (c) terminated on the CMRS network of SPRINT PCS.

3.2 This Agreement also provides for specific compensation between the Parties for the Transport and Termination of Subject Traffic on each Party's network as set forth in this Agreement. The specific provisions for compensation for the Transport and Termination of Subject Traffic do not apply to any other types of traffic or in any other geographic area.

3.3 Subject Traffic does not include: (a) Inter-MTA Traffic discussed in Section 5.4; (b) traffic that either Party originates to, or terminates from, an interexchange carrier regardless of the originating and terminating end points of a call, or (c) traffic that Brandenburg originates to, or terminates from, any carrier over facilities and/or service arrangements that the carrier has obtained pursuant to an access service arrangement regardless of the originating and

terminating points of a call. All traffic that Brandenburg originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by Brandenburg. There will be no sharing of access charge revenue that Brandenburg bills either interexchange carriers or any other carriers that obtain access services from Brandenburg. There will be no access services provided jointly between the Parties pursuant to this Agreement.

3.4 This Agreement only applies with respect to the traffic delivered over the connecting network arrangement(s) between the Parties. This Agreement only applies to traffic originated or terminated by SPRINT PCS to its CMRS mobile users that are located within the wireless service area of SPRINT PCS defined as the set of counties as set forth in Appendix C. The terms of this Agreement including, but not limited to, traffic distribution and the proportions of minutes of use that are Subject Traffic and Inter-MTA Traffic are directly related to and dependent on the specific service area of SPRINT PCS.

3.5 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, the rate levels or rate structures that either Party charges its end users for services.

3.6 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of local exchange carrier services by Brandenburg and to traffic associated with the provision of two-way CMRS by SPRINT PCS. Traffic associated with fixed wireless services of SPRINT PCS is specifically excluded from this Agreement. Traffic associated with any service that SPRINT PCS may provide to ISPs is excluded from this agreement. This Agreement does not apply to traffic originated, terminated, or carried by or on third party networks or to any other traffic not specifically identified in this Section 3.0.

3.7 Connecting facilities established pursuant to this Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement as identified in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.0.

#### 4.0 SERVICE AGREEMENT

##### 4.1 Methods of Interconnection

The Parties agree to interconnect their respective networks within the incumbent LEC service area of Brandenburg at one or more Points of Connection as established by Brandenburg as available POC(s) with other carriers. Interconnection will be provided through an appropriate Brandenburg tandem switching or end office. The POC(s) will be set forth in Appendix A. Brandenburg shall make available, to SPRINT PCS at the POC(s), trunks over which SPRINT PCS can terminate traffic described in Section 3.1; SPRINT PCS shall make available, to Brandenburg at the POC(s), trunks over which Brandenburg can terminate traffic described in Section 3.1. By mutual agreement, the Parties may interconnect on a bi-directional basis using two-way trunk groups between the Parties' networks. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. This Agreement does not apply to, and interconnection pursuant to this Agreement cannot be used for, traffic originated, terminated or carried by or on third party networks. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.

## 4.2 Service Arrangements

This Agreement provides for the following interconnection arrangements between the Parties for the purpose of delivery by one Party of specific traffic for transport and termination on the other Party's network. The Parties will interconnect their respective networks based upon a Type 2A Service interconnection ("Type 2A").

### 4.2.1 Type 2A

Type 2A involves trunk side connections to appropriate Brandenburg tandem switching offices. Under a Type 2A arrangement, the interconnection facility acts like an interoffice trunk. Type 2A can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties' respective networks. This Agreement does not apply to, and Type 2A cannot be used for, traffic originated, terminated, or carried by or on third party networks.

4.2.1.1 For traffic terminating on Brandenburg, Type 2A interconnection will be used by SPRINT PCS to access valid NXX codes associated with Brandenburg end offices that subtend the specific tandem office to which the Type 2A interconnection is made.

4.2.1.2 Based on the specific Brandenburg local service area of the originating end user, the Type 2A interconnection will be used by Brandenburg to deliver traffic to designated NPA-NXXs of SPRINT PCS for which the associated rate center (as determined by Vertical and Horizontal ("V&H") coordinates) is within the geographic service area of Brandenburg and within the specific Brandenburg local service area of the originating end user. Brandenburg's local service areas are as set forth in Brandenburg's intrastate local service tariff. Subject to the specific compensation arrangement described in Section 5.1, and based on the specific location of the originating Brandenburg end user, the Type 2A interconnection will be used by Brandenburg to deliver traffic to designated NPA-NXXs of SPRINT PCS for which the associated rate center (as determined by V&H coordinates) is within a local service area of another local exchange carrier with which the end users in the originating Brandenburg location have non-optional, two-way, unlimited, flat-rated EAS calling. If Brandenburg establishes, consistent with the two preceding sentences, any new local service area calling for Brandenburg end users, this Agreement will be amended to include any such calling. The EAS locations of other LECs associated with specific Brandenburg originating locations are set forth in Brandenburg's intrastate local service tariff.

4.2.1.3 The voluntary delivery of traffic pursuant to Subsections 4.2.1.1 and 4.2.1.2 does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.2.1.4 SPRINT PCS agrees that any recognition by Brandenburg of rate centers and the delivery of traffic pursuant to Section 4.2.1 based on rate center V & H coordinates associated with NPA-NXX network numbers that SPRINT PCS assigns to its mobile CMRS customers is only for the purposes of, and subject to all of the terms of, this Agreement. The designation of rate center V&H coordinates by SPRINT PCS for NPA-NXX numbers assigned to SPRINT PCS's mobile CMRS customers does not affect or determine the services offered by Brandenburg or SPRINT PCS, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party for the services either Party provides. Any voluntary application with respect to service offerings or the delivery of traffic by either Party based on designation of rate

center V&H coordinates for the NPA-NXX numbers assigned by SPRINT PCS to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.

#### 4.3 Signaling

SS7 connectivity is required on both Parties' networks. SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, charge number, etc. All parameters related to network signaling information will also be provided, such as SPRINT PCS Information Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. SPRINT PCS must interconnect, directly or indirectly, with the Brandenburg Signal Transfer Points ("STPs") serving the local service area in which Subject Traffic and Inter-MTA Traffic will be exchanged. SPRINT PCS may choose a third-party SS7 signaling provider to transport signaling messages to and from Brandenburg's SS7 network. In that event, the third-party provider must present a letter of agency to Brandenburg authorizing the third party to act on behalf of SPRINT PCS in transporting SS7 messages to and from Brandenburg. The third-party provider for SPRINT PCS must interconnect with the Brandenburg STP(s) serving the geographic area in which the traffic exchange trunk groups are located. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

### 5.0 COMPENSATION ARRANGEMENTS

#### 5.1 Subject Traffic

5.1.1 Subject to the exceptions described in Sections 5.1.2 and 5.1.3 below, each Party shall pay the other Party for the Transport and Termination of Subject Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for terminating Subject Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and described in Appendix A.

5.1.2 The Parties agree that Brandenburg will not in any case provide any compensation to SPRINT PCS for traffic associated with one-way CMRS, including paging services, provided by SPRINT PCS.

5.1.3 The Parties agree that Brandenburg will not provide any compensation to SPRINT PCS for traffic that Brandenburg delivers over the connecting facilities pursuant to this Agreement to be terminated on the network of SPRINT PCS. In no case will Brandenburg provide any compensation to SPRINT PCS for traffic originated by third parties.

5.1.4 The Parties agree that SPRINT PCS will provide compensation to Brandenburg for Subject Traffic described in Sections 3.1.1 and 3.1.2 delivered by SPRINT

PCS to the network of Brandenburg over the connecting facilities.

## 5.2 Rate Structure

A POC(s) will be established between the Parties' facilities-based networks as specified in Appendix A for the delivery of Subject Traffic described in Section 3.1. For Type 2A tandem connecting facilities, SPRINT PCS must obtain special access from Brandenburg subject to the rates, terms, and conditions contained in Brandenburg's applicable Intrastate access tariffs. These connecting facilities are set forth in Appendix A. For any specific POC, a single, combined, per-minute rate, as specified in Appendix B, will apply which encompasses total compensation for any Transport, call Termination and/or any other facilities utilized to terminate Subject Traffic on either of the Party's respective networks.

## 5.3 Non-Recurring Charges

The Parties agree to charge non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities.

## 5.4 Inter-MTA Traffic

The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.2 and 3.1.5. SPRINT PCS will provide compensation to Brandenburg for originating and terminating Inter-MTA Traffic according to the terms and conditions of Brandenburg's applicable federal and state local exchange access tariffs. Even though there may be some land-to-mobile Inter-MTA Traffic, the Parties will presume, for purposes of this Agreement, that there will be no land-to-mobile Inter-MTA Traffic exchanged between the Parties over the connecting facilities established pursuant to this Agreement.

5.4.1 SPRINT PCS and Brandenburg will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic (defined in Sections 3.1.2 and 3.1.5), Subject Traffic, and any other traffic delivered by either Party over the connecting facilities pursuant to this Agreement. The Parties will work together to develop separate auditable reports which show, for traffic that is delivered by either Party to the other Party over the connecting facilities pursuant to this Agreement, the relative and relevant percentages of traffic. The percentages are specified in Appendix A.

5.4.2 The Parties recognize that Inter-MTA Traffic (defined in Section 3.1.2 and 3.1.5) may be both Interstate and Intrastate in nature. For the Inter-MTA Traffic, the Parties will develop mutually acceptable percent interstate and intrastate factors. The percentages are specified in Appendix A. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement. Interstate access charges will apply to the percentage of Inter-MTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.4.3 The designation of traffic as either Subject Traffic or Inter-MTA Traffic (for which access charges apply) for purposes of compensation pursuant to this Agreement shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for SPRINT PCS the location of the initial cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer.

## 5.5 Traffic Distribution

The relative directionality and distribution of traffic with respect to the connecting facilities is set forth in Appendix A. The Parties agree to use the default percentages set forth in Appendix A for the application of charges pursuant to this Agreement. The default percentages will be used for a minimum of 12 months. At the request of either Party thereafter, the factors will be adjusted based on the parties' respective percentages of intra-MTA Subject Traffic (i.e., for the traffic discussed in Sections 3.1.1 and 3.1.4) delivered over the connecting facilities established pursuant to this Agreement. In any event, the Parties agree that the portion of Intra-MTA Subject Traffic that is mobile-to-land will not exceed 72 percent and the portion that is land-to-mobile will not exceed 50 percent. In the event of a dispute regarding the adjustment to the intra-MTA factors, the dispute will be resolved pursuant to the provisions of Section 14.9.

## 6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

## 7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, SPRINT PCS shall provide Brandenburg with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering of such traffic to the other Party's network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.4 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.5 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition which gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.6 The physical connection of facilities and interexchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.7 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

7.8 Each Party is responsible for administering NXX codes assigned to it.

7.9 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

7.10 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

## 8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective 30 days following State Commission approval of this Agreement unless the parties decide, by mutual agreement, to an earlier effective date.

8.2 The initial term of this Agreement shall be two (2) years from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For Brandenburg, authority involves the provision of local exchange or exchange access services. For SPRINT PCS, authority involves



the provision of CMRS services under license from the Federal Communications Commission.

8.5 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than ten (10) days' written notice to the other Party for failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.

8.6 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party;
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement; or
- (c) Default as may be defined elsewhere in this Agreement.

## 9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

## 10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its

Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

## 11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that may be contained in either Party's applicable tariff(s) or customer contracts.

## 12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

### 13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

### 14.0 MISCELLANEOUS

#### 14.1 Authorization

14.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 SPRINT PCS is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.3 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 SPRINT PCS license provided that the third parties confine their contract operations on behalf of SPRINT PCS to the scope of this Agreement including, but not limited to, the conditions set forth in Section 3.7. Traffic originating on such extended networks shall be treated as SPRINT PCS traffic subject to the terms, conditions, and rates of this Agreement provided that such traffic is within the scope and limits of this Agreement including, but not limited to, the conditions set forth in Section 3.7. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "SPRINT PCS telecommunications traffic" when it originates on such extended network and terminates on Brandenburg's network, and as "Brandenburg telecommunications traffic" when it originates upon Brandenburg's network and terminates upon such extended network, provided that all such traffic is within the scope and limits of this Agreement including, but not limited to, the conditions set forth in Section 3.7. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement. Nothing in this section changes the scope of the Agreement or the type of traffic that is to be exchanged.

#### 14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

#### 14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

#### 14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

#### 14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

#### 14.6 Taxes.

14.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

##### 14.6.2 Definitions

14.6.2.1 For purposes of this Subsection 14.6, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

14.6.2.2 The term "Providing Party" shall mean the Party whose rates apply to the transaction. The term "Purchasing Party" shall be the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" shall have the same meaning as Providing Party.

##### 14.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

14.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

14.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

14.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

14.6.4.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

14.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

14.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

14.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

14.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

14.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

14.6.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### 14.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

14.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

14.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such

taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

14.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

14.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

14.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

14.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

14.6.5.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### 14.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

#### 14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and

authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective and constitute a default of this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

#### 14.8 Billing and Payment; Disputed Amounts

14.8.1 Brandenburg and SPRINT PCS shall invoice each other on a monthly basis. Both Brandenburg and SPRINT PCS shall pay any invoice, in immediately available U.S. funds, within (30) days from the date of the invoice. There shall be no netting of the amounts due hereunder against any other amount owed by either Party to the other Party.

14.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

14.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

#### 14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time,



the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**14.10 Notices.**

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

**For SPRINT PCS:**

6450 SPRINT Parkway  
 KSOPHN0116-1B671  
 Overland Park, KS 66251  
 Attn: Director –  
 Wholesale & Interconnection Management

**For Brandenburg:**

ATTN.: Allison Willoughby  
 Brandenburg Telephone Company, Inc.  
 200 Telco Drive  
 Brandenburg, Kentucky 40108

with a copy to:  
 SPRINT PCS  
 6391 SPRINT Parkway, Bldg. 20  
 Mailstop KSOPHT0101-Z2060  
 Attention: Law & Regulatory Affairs

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail.

**14.11 Joint Work Product.**

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

**14.12 No License.**

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the

RB

provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

**14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY:**

#### 14.13 Survival

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

#### 14.14 Entire Agreement.

This Agreement and any Exhibits, Appendices, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

#### 14.15 Non-Waiver.

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

#### 14.16 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

#### 14.17 Severability.

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

14.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Changes in Law.

If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights or obligations of either Party herein, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement

to be executed as of this 9<sup>th</sup> day of August, 2005.

SPRINT Spectrum, L.P.

Brandenburg Telephone Company, Inc.

By: W. Richard Morris

By: Allison T. Willoughby

Printed: W. Richard Morris

Printed: Allison T. Willoughby

Title: Vice President-External Affairs

Title: President

**Designation of Point(s) of Connection And  
Traffic Distribution**

This Exhibit specifies the individual Point of Connection ("POC") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic ("Agreement") between SPRINT Spectrum, L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo., a Delaware limited partnership and as agent for SPRINT Com, Inc., a Kansas corporation, d/b/a SPRINT PCS ("SPRINT PCS") and Brandenburg Telephone Company, Inc., ("Brandenburg") and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each POC as follows:

**TYPE 2A INTERCONNECTION****POC NO. 1 Designation of Point of Connection**

1. For the exchange of LEC-CMRS two-way traffic between the Parties networks within the Louisville, Kentucky MTA pursuant to this Agreement, the Parties agree that the Point of Connection between the Parties for purposes of the Agreement will be at V=066621 and H=02557. SPRINT PCS may utilize the facilities of a third party network provider to reach such POC. SPRINT PCS will separately order and be responsible for the 2A interconnection facilities between the POC and the Radcliff tandem of Brandenburg. For the purposes of this Agreement, the specified third party facilities arrangement are considered to be the facilities of SPRINT PCS. This Agreement does not affect the use of facilities of such third party provider and does not affect the obligation for the third party to provide compensation to Brandenburg for the facilities and services that the third party obtains from Brandenburg under the terms of access tariffs including those facilities and services that the third party may obtain for the purpose of enabling SPRINT PCS to interconnect its CMRS network at the POC pursuant to the interconnection arrangement as set forth in this paragraph.

2. SPRINT PCS shall obtain and provide Brandenburg with written authorization of the third party provider that specifies the facilities that such third party has authorized SPRINT PCS to use for the purpose of interconnecting its CMRS network at the POC pursuant to paragraph 1. Any facilities to which SPRINT PCS is granted authorization by such third party to use shall be limited to the exchange of LEC-CMRS traffic pursuant to all of the terms and limitations contained in the Agreement between Brandenburg and SPRINT PCS, and the facilities shall not be used for any other purpose. SPRINT PCS agrees that Brandenburg will rely on this authorization until otherwise notified in writing by third party or SPRINT PCS that such authorization has been revoked. SPRINT PCS specifically confirms that it is responsible for the use of the authorized facilities and bound by the acts or omissions of the third party to the extent it should take any action on behalf of SPRINT PCS. SPRINT PCS specifically confirms that it is responsible for compensation, if any, to the third party provider. The authorization provided by such third party to SPRINT PCS does not relieve SPRINT PCS of any of the obligations undertaken pursuant to the AGREEMENT. SPRINT PCS shall provide the written authorization required by this paragraph at the same time SPRINT PCS submits its order(s) for the separate 2A interconnection facilities.

3. For the combined total traffic exchanged over POC NO. 1, the Parties agree that consistent with Section 5.5 of the Agreement, the Parties will apply the following default percentages of traffic distribution for purposes of applying charges pursuant to this Agreement:

% of total two-way traffic terminating on Brandenburg's network	=	72 %
% of total two-way traffic terminating on SPRINT PCS's network	=	28 %

For the 72 percent portion of traffic delivered by SPRINT PCS to the network of Brandenburg (specified in Sections 3.1.1 and 3.1.2 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Subject Traffic	=	95 %
% Intrastate Inter-MTA Traffic	=	5 %
% Interstate Inter-MTA Traffic	=	0 %

For the 28 percent portion of traffic delivered by Brandenburg to SPRINT PCS (specified in Sections 3.1.4 and 3.1.5 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Subject Traffic	=	100 %
% Intrastate Inter-MTA Traffic	=	0 %
% Interstate Inter-MTA Traffic	=	0 %

Approved and executed this 9th day of August, 2005.

SPRINT Spectrum, L.P.

Brandenburg Telephone Company, Inc.

By: W. Richard Morris

By: Allison T. Willoughby

Printed: W. Richard Morris

Printed: Allison T. Willoughby

Title: Vice President-External Affairs

Title: President

**Schedule of Charges**  
**Pursuant to the Agreement for Facilities-Based Network Interconnection**  
**for Transport and Termination of Telecommunications Traffic**  
**CMRS-LEC AGREEMENT**

This Exhibit specifies the rates for the transport and termination of specific traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between SPRINT PCS Spectrum, L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo., a Delaware limited partnership and as agent for SPRINT Com, Inc., a Kansas corporation, d/b/a SPRINT PCS ("SPRINT PCS") and Brandenburg Telephone Company, Inc. ("Brandenburg Telephone"), as follows:

**1 CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING:**

- a. Subject Traffic delivered by SPRINT PCS to Brandenburg Telephone over a Type 2A POC NO.1, end office Termination, Transport and tandem switching (per terminating minute of use) for a terminating traffic arrangement whereby traffic is to be terminated to all end offices of Brandenburg operated by Brandenburg Telephone within its incumbent service area: \$ 0.012
  
- b. Subject Traffic delivered by Brandenburg Telephone to SPRINT PCS over Type 2A POC No. 1 end office Termination (per terminating minute of use): \$ 0.000 (zero)


2. SPECIAL ACCESS CONNECTING FACILITIES

- a. Brandenburg Telephone will continue to charge the third party provider for the existing special access charges.
- b. Separate and apart from the charges to the third party as set forth in paragraph 2.a immediately above, Brandenburg will charge SPRINT PCS special access monthly recurring rates calculated at zero miles pursuant to Brandenburg's effective Intrastate access tariff for the Type 2A connecting facilities set forth in Appendix A (i.e. the 2A interconnection facilities. between the Point of Connection and the Radcliff tandem switch). The monthly recurring charges for these facilities will be \$176.82.
- c. Brandenburg Telephone will credit SPRINT PCS 26.992% of the charges specified in this section for the portion of the special access traffic. Should the Parties mutually agree to revise the percentage traffic flow calculation, the percent special access credit will be modified to reflect the revised traffic flow percentage, but under no circumstances will the credit exceed 50%.

Approved and executed this 9<sup>th</sup> day of August, 2005.

SPRINT Spectrum, L.P.  
Inc.

Brandenburg Telephone Company,

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

  
Printed: Allison T. Willoughby

Printed: W. Richard Morris

Printed: Allison T. Willoughby

Title: Vice President-External Affairs

Title: President

Designation of Service Valid Terminating NPA-NXX Codes'  
Allowable NXX Calling Scope  
and  
Designation of SPRINT PCS CMRS Service Area

This Appendix specifies valid NPA-NXX codes for terminating traffic pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC AGREEMENT) between SPRINT Spectrum, L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo., a Delaware limited partnership and as agent for SPRINT Com, Inc., a Kansas corporation, d/b/a SPRINT PCS ("SPRINT PCS") and Brandenburg Telephone Company, Inc. ("Brandenburg").

1 For POC NO. 1 Valid NPA-NXX codes of Brandenburg Telephone for SPRINT PCS Type 2A Mobile-to-Land Terminating Traffic (pursuant to Section 4.2.2.1) for a Type 2A connection at the Brandenburg Telephone Radcliff tandem switching office are:

Radcliff	270-219, 270-272, 270-351, 270-352
Vine Grove	270-877
Payneville	270-496
North Garrett	270-828
Irvington	270-547, 270-668, 270-863
Custer	270-536
Brandenburg	270-422
Battletown	270-497

2. Designation of Brandenburg calling (pursuant to Section 4.2.12 of the Agreement), by Brandenburg originating exchange, to NPA-NXX codes of SPRINT PCS for POC No. 1 Type 2A Landline-to-Mobile traffic:

Originating Brandenburg Exchange - NXX

a. Radcliff 270-219  
270-272  
270-351  
270-352

SPRINT PCS - NXX and Associated Local Service Area

Radcliff SPRINT PCS is applying for nxx  
Elizabethtown 270-300  
270-304

b. Vine Grove 270-877

Radcliff SPRINT PCS is applying for nxx  
Elizabethtown 270-300  
270-304



3 The applicable service area of SPRINT PCS for purposes of the Agreement (pursuant to Section 3.4 of the Agreement) consists of all the counties in the Louisville MTA # 26.

Approved and executed this 9<sup>th</sup> day of August, 2005

SPRINT Spectrum, L.P.

Brandenburg Telephone Company, Inc.

By: W. Richard Morris

By: Allison T. Willoughby

Printed: W. Richard Morris

Printed: Allison T. Willoughby

Title: Vice President-External Affairs

Title: President

# **ATTACHMENT JAW-6**

Farrar, Randy G [GA]



**From:** Walker, Julie A [NTK]  
**Sent:** Friday, March 28, 2008 5:22 PM  
**To:** Andrea Prickett  
**Cc:** rbradley@bbtel.com; Roach, Regina S [NTK]; Clouser, Amy S [NTK]  
**Subject:** Brandenburg Wireless Roaming disputes  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

Hi Andrea,

Wondering what it's going to take to get Brandenburg to come to the table and discuss a solution to the wireless roaming issue. If your intent is truly to disconnect Sprint's service, then we obviously need to set up another call, as we are confident we have a bona fide, good faith billing dispute with your company, which I know you'd want to resolve rather than pursue an action affecting our customers.

With that said, this is a simple issue - we've been down this road with dozens of carriers, and each time it resulted in the same outcome - each carrier fixed their PIU to reflect what the accurate calling pattern is for the traffic in question. Regardless of what NECA "suggests", we can defend our position that you can't use Calling Party to Called numbers to determine jurisdiction any longer. The caller is many times not standing in the state that matches their handset when they call home. There is only one true jurisdiction of any call. You can't incorrectly bill those calls where the originating caller is on a wireless handset, and is roaming out of state when they call home. Just like you wouldn't want to underbill a MOU where the caller is roaming out of state and calls a local number there. You are billing those incorrectly as Interstate calls. Sprint knows the correct location. Sprint can tell exactly what switch the call came in on, and therefore, allow you to see just how many MOUs are being mis-jurisdictionalized each month. We can share that data with you, and you can take it back to compare to your records. There may be other factors impacting the billed PIU, outside of cellular roaming, however we won't know that until we research the issue. Sprint disputing each month, and you denying us each month isn't getting us anywhere.

We had a call a few weeks ago, which I assumed would be a working session to discuss possible options to correct the billing. I was surprised it ended up being a 3-minute call for you to tell us you were denying our disputes. We need to move forward.

If you'd like me to involve our legal department, I can. They have experience in implementing these wireless roaming settlements, and may be more helpful in having you understand the importance of rendering accurate billing to Sprint.

Please call me next week to set up a time to walk through possible solutions to the issue.

Thanks~  
Julie Walker  
913-315-5435

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**From:** Andrea Prickett [mailto:andrea@bbtel.com]  
**Sent:** Friday, March 28, 2008 4:02 PM  
**To:** Walker, Julie A [FIN]  
**Cc:** rbradley@bbtel.com  
**Subject:** Sprint

Please see attached.

Andrea J. Prickett

7/16/2009

Accounting Supervisor  
Brandenburg Telephone Company  
(270) 422-2121  
(270) 422-4448 fax

Please update your records with my new email address.  
[andreal@bbtel.com](mailto:andreal@bbtel.com)

# BRANDENBURG TELEPHONE COMPANY

200 Telco Drive  
PO Box 599  
Brandenburg, KY 40108  
270-422-2121

## DISCONNECT NOTICE

March 28, 2008

Sprint Nextel  
% Teoco  
12150 Monument Drive  
Suite 700  
Fairfax, VA 22033

julie.a.walker@sprint.com

**RE: Unpaid Invoices Accounts**

**ACCOUNT NO.: 003331-08016 , 003331-07350, and 003331-07320**

Dear Ms. Walker:

The purpose of this letter is to inform you that Brandenburg Telephone Company ("Brandenburg") intends to terminate service to Sprint effective April 14, 2008 for failure to pay switched access charges properly billed in accordance with the methodology established in NECA Tariff No. 5.

Pursuant to State and/or Federal Tariffs applicable to the provision of access services by Brandenburg to your company, this letter is to notify you that your account is now delinquent and must be paid in full by the due date in this letter to avoid termination of service. A summary of past due amounts is included in the attachment to this letter.

**Failure to pay all amounts owed in full on or before April 14, 2008 will result in service disconnection effective April 14, 2008.**

**Amounts owed for unpaid balances total \$96,660.**

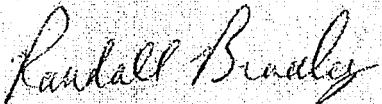
In the event service is terminated for non-payment per this notice, additional charges including service re-establishment charges in addition to the payment of all pending charges will be required. Brandenburg may also require the payment of a deposit or other guarantee of payment as an ongoing condition of service.

Payment should be made to:

Brandenburg Telephone Co.  
P.O. Box 599  
Brandenburg, KY 40108

The termination date of April 14, 2008 will not be affected by receipt of any subsequent bill from Brandenburg. You have the right to dispute the reasons for termination. Please call Andrea Prickett at 270-422-2121 or email her at [andrea@bbtel.com](mailto:andrea@bbtel.com) regarding payments on your delinquent accounts.

Sincerely,

A handwritten signature in cursive script that reads "Randall Bradley".

Randall Bradley  
Controller

Attachment

March 28, 2008  
Attachment

<b>Bill Date</b>	<b>Amount Owed</b>	<b>Invoice #</b>
1/16/08	\$22,223.02	003331-08016
12/16/07	\$24,133.90	003331-07350
11/16/07	\$50,303.10	003331-07320

**ATTACHMENT JAW-7**  
**REDACTED VERSION**



CASE NO. 2008-00135  
Brandenburg Traveling Wireless Dispute Summary  
January, 2002 through June, 2009  
Billing Account # 0398D0333

Bill Date	Invoiced term PIU	Sprint FGD PIU factor	PIU Diff	Total Term Charges	Ter Term Charges	Tra Term Charges	Total Term MOU	Ter Term MOU	Tra Term MOU	Ter Term CPM	Tra Term CPM	CPM Diff	Overbilled Amount
01/16/2002													
02/16/2002													
03/16/2002													
04/16/2002													
05/16/2002													
06/16/2002													
07/16/2002													
08/16/2002													
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12/16/2004													
01/16/2005													
02/16/2005													

CASE NO. 2008-00135  
Brandenburg Traveling Wireless Dispute Summary  
January, 2002 through June, 2009  
Billing Account # 0398D0333

Bill Date	Invoiced term PIU	Sprint FGD PIU factor	PIU Diff	Total Term Charges	Ter Term Charges	Tra Term Charges	Total Term MOU	Ter Term MOU	Tra Term MOU	Ter Term CPM	Tra Term CPM	CPM Diff	Overbilled Amount
03/16/2005													
04/16/2005													
05/16/2005													
06/16/2005													
07/16/2005													
08/16/2005													
09/16/2005													
10/16/2005													
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10/16/2007													
11/16/2007													
12/16/2007													
01/16/2008													
02/16/2008													
03/16/2008													
04/16/2008													

CASE NO. 2008-00135  
Brandenburg Traveling Wireless Dispute Summary  
January, 2002 through June, 2009  
Billing Account # 0398D0333

Bill Date	Invoiced term PIU	Sprint FGD PIU factor	PIU Diff	Total Term Charges	Ter Term Charges	Tra Term Charges	Total Term MOU	Ter Term MOU	Tra Term MOU	Ter Term CPM	Tra Term CPM	CPM Diff	Overbilled Amount
05/16/2008													
06/16/2008													
07/16/2008													
08/16/2008													
09/16/2008													
10/16/2008													
11/16/2008													
12/16/2008													
01/16/2009													
02/16/2009													
03/16/2009													
04/16/2009													
05/16/2009													
06/16/2009													

Amount Overbilled By Brandenburg