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September 12, 2002

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
200 Madison Street, Suite 650  
P. O. Box 360  
Jefferson City, MO 65102  
**VIA FEDERAL EXPRESS**

**FILED<sup>4</sup>**

**SEP 18 2002**

**Missouri Public  
Service Commission**

Re: Northeast Missouri Rural Telephone Company and Modern Telecommunications Company, et al. v. Southwestern Bell Telephone Company, et al.  
Consolidated Case No. TC-2002-57  
Sprint Late-filed Exhibits Nos. 28, 29, 32 and 35

Dear Judge Roberts:

In accordance with Regulatory Law Judge Thompson's Order at the hearing in this matter, please find enclosed for filing the following late-filed exhibits:

1. Exhibit No. 28: Interconnection Agreement between Sprint Missouri, Inc. and Sprint Spectrum L.P. d/b/a Sprint PCS, filed 11/3/98 and approved in Case No. TO-99-198;
2. Exhibit No. 29: Interconnection Agreement between Sprint Missouri, Inc. and Sprint Spectrum L.P., d/b/a Sprint PCS, filed 9/20/2000 and approved in Case No. TO-2001-186;
3. Exhibit No. 32: Interconnection Agreement between Sprint Missouri, Inc. and Aerial Communications, Inc., filed 11/12/98 and approved in Case No. TO-99-214;
4. Exhibit No. 35: Interconnection Agreement between Sprint Missouri, Inc. and Southwestern Bell Wireless, Inc. d/b/a Cingular, filed 12/5/97 and approved in Case No. TO-98-232.

By copy of this letter, I have mailed a copy of the enclosed exhibits to each of the parties of record.

Thank you for accepting these exhibits for late filing. If you have any questions or comments, please do not hesitate to call me at 913-315-9363.

Very truly yours,

*Lisa Creighton Hendricks*  
Lisa Creighton Hendricks

/vw

Enclosures

cc: Parties of Record

*P.S. Please return filed stamped  
copies to Jean Frank  
573-634-1606.*

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BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Northeast Missouri Rural Telephone Company	)	
and Modern Telecommunications Company, et al.	)	
Petitioners,	)	
	)	
vs.	)	Case No. TC-2002-57, et al.
	)	
Southwestern Bell Telephone Company,	)	
Southwestern Bell Wireless (Cingular),	)	
Voicestream Wireless (Western Wireless)	)	
Aerial Communications, Inc., CMT Partners	)	
(Sprint PCS), Sprint Spectrum LP,	)	
United States Cellular, Ameritech Mobile	)	
Communications, Inc.	)	

EXHIBIT NO. 35

Interconnection Agreement Between

Sprint Missouri Inc.

and

Southwestern Bell Wireless, Inc. d/b/a Cingular

(filed 12/5/97 and approved in Case No. TO-98-232)





**COMMERCIAL MOBILE RADIO SERVICES (CMRS)  
MASTER NETWORK INTERCONNECTION AGREEMENT  
WITH  
SOUTHWESTERN BELL WIRELESS INC.**

**JUNE 2, 1997**

This Agreement represents the positions of the Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction.

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**EXHIBIT 2 - Points of Interconnection**

**EXHIBIT 3 - Method for Reciprocal Compensation**

**COMMERCIAL RADIO SERVICES (CMRS)  
MASTER NETWORK INTERCONNECTION AGREEMENT**

This Agreement is between Southwestern Bell Wireless Inc. ("Carrier") and United Telephone Company of Missouri dba Sprint ("Company") hereinafter collectively, "the Parties", entered into this 23 day of June, 1997, for the State of Missouri.

**WHEREAS**, the Parties wish to establish terms and conditions for the purposes of fulfilling Company's obligations established by 251(b) and (c) of the Act, as defined herein;

**WHEREAS**, the parties wish to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Agreements dated August 5, 1994; July 15, 1994; and, June 30, 1994; applicable to the state of Missouri;

**THEREFORE**, the Parties hereby agree as follows:

**I. DEFINITIONS**

Definitions of the terms used in this Agreement shall have the meanings set forth below.

1. **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
2. **Act** - means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
3. **Affiliate** - means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Agreement, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty percent (50%). "Person" shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any State.
4. **Bell Communications Research ("Bellcore")** - means an organization owned or previously owned jointly by the Bell regional holding companies, or their successors, that conducts research and/or development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the telecommunications industry for products, services and technologies.
5. **Central Office Switch, End Office or Tandem (hereinafter "Central Office" or "CO")** - means a switching facility within the public switched telecommunications network, including but not limited to:



End Office Switches which are switches from which end-user Telephone Exchange Services are directly connected and offered.

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

6. **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public as set forth in 47 Code of Federal Regulations § 20.3.
7. **Commission** - means the commission, board, or official (by whatever name designated) which under the laws of any State has regulatory jurisdiction with respect to intrastate operations of carriers. As referenced in this part, this term may include the Federal Communications Commission if it assumes the responsibility of the state commission, pursuant to section 252(e)(5) of the Act. This term shall also include any person or persons to whom the state commission has delegated its authority under section 251 and 252 of the Act.
8. **Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC")** - means any company or person authorized to provide local exchange services in competition with an ILEC. Such definition also includes a CMRS provider for the purposes of interconnection under Section 251 and 252 of the Act.
9. **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
10. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (f)(1) and FCC regulations issued pursuant thereto.
11. **FCC** - means Federal Communications Commission.
12. **Incumbent Local Exchange Carrier ("ILEC")** - is any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
13. **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of local traffic and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

14. **Interexchange Carrier ("IXC")** - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intraLATA toll).
15. **Local Traffic** - For purposes of this Agreement, local telecommunications traffic means: telecommunications traffic between a LEC and a telecommunications carrier other than a CMRS provider that originates and terminates within a local service area established by the state commission; or telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) C.F.R. For purposes of determining whether traffic is Local Traffic, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.
16. **Major Trading Area (MTA)** - the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under section 251(b)(5) as defined in section 24.202(a) C.F.R. See Rand McNally, Inc., *1992 Commercial Atlas & Marketing Guide* 38-39 (1992).
17. **Mobile Switching Center ("MSC")** - a switch which is used to connect and switch trunk circuits between and among cell sites for wireless traffic by a CMRS provider.
18. **Most Favored Nations ("MFN")** - shall have the meaning set forth in Section II, A, 2.
19. **Numbering Plan Area ("NPA")** - means an area code assigned pursuant to the North America Numbering Plan which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.
20. **Parity** - means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Company of Telecommunications Services, Unbundled Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Company, its affiliates or any other entity that obtains such services, elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Company shall provide such services, elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its affiliates or any other entity that obtains such services, elements, functionality or telephone numbering resources.
21. **Physical Collocation** - shall have the meaning set forth in 47 C.F.R. § 51.5. Physical collocation does not include switching equipment.

22. **Tariffs** - a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
23. **Telecommunications Services** - shall have the meaning set forth in 47 USC §153(6).
24. **Total Element Long Run Incremental Cost ("TELRIC")** - shall have the meaning set forth in Implementation of Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, FCC 96-325 (rel. August 8, 1996), 61 Fed. Reg. 45476 (Aug. 29, 1996) (Report and Order), as subsequently modified or amended by action of the FCC. It is expressly understood, however, that pricing under this Agreement shall include, in addition to the TELRIC determined cost, a reasonable amount of joint and common costs. Provided, however, should the stay currently in effect with respect to the Report and Order continue, TELRIC shall be as determined by a Commission of appropriate jurisdiction for the same or substitute costing methodology with the appropriate treatment of joint and common costs to be determined by said Commission. Provided further, until such time as said Commission shall make such determination, the pricing under this agreement shall be as set forth in the existing contract between the parties.
25. **Trunk-Side** - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
26. **Undefined Terms** - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
27. **Virtual Collocation** - shall have the meaning as set forth in 47 C.F.R. § 51.5. Virtual collocation does not include switching equipment.
28. **Wire Center** - means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

## **II. SCOPE, TERM AND TERMINATION**

### **A. Scope**

1. The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of the tariff shall control to the extent allowed by law or Commission Order.
2. If, at any time while this Agreement is in effect, Company provides interconnection arrangements or a category of Network Elements contained in this Agreement for the provision of a telecommunications service, as used herein, to a telecommunications carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then Carrier may opt to adopt such interconnection arrangements or a category of Network Elements upon the same rates, terms, and conditions as those provided to said telecommunications carrier in lieu of the interconnection arrangements or category of Network Elements applicable under this Agreement for its own arrangements with Company (hereinafter "MFN Obligation").

Notwithstanding the above, the MFN Obligation shall not apply:

- a. where Company proves to the Commission that the costs of providing the interconnection arrangements or a category of Network Elements to Carrier are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement;
- b. if the provision of a particular interconnection, service, or element to the requesting carrier is not technically feasible.
- c. if pricing has been provided to a third party for a term or volume discount offering and carrier seeks to adopt the term or volume discount price without agreeing to all or substantially all of the provisions of the term or volume discount offering;
- d. if pricing has been offered to a third party on a dissimilar (deaverage vs. average price) basis, carrier may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) contained in such other agreement, or;
- e. if a service has been provided to a third party in conjunction with material terms or conditions that directly impacts the provisioning of said service and carrier seeks to adopt such service offering without inclusion of all or substantially all said material terms or conditions.

3. Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement is subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by a Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of the decision of a Commission or the FCC, in the exercise of their respective jurisdictions, to the extent that said changes apply to all similar Company agreements or interconnection requirements in general. This provision controls whether said changes or modifications result from an order issued by a court pursuant to an appeal of the decision of a Commission or the FCC, or a rulemaking proceeding, a generic investigation or an arbitration proceeding conducted by a Commission or FCC which applies to the Company or in which the Commission or FCC makes a generic determination applicable to the requirements for Interconnection under the Act. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

**B. Term**

1. This Agreement shall be deemed effective upon approval by a Commission of appropriate jurisdiction or thirty (30) days from the date of its execution, whichever is sooner. No order or request for services under this Agreement shall be processed until this Agreement is so effective. Any changes in billing to Carrier from any previous agreement shall be effective as of the same date. Company shall not as a result of the execution of this Agreement impose on Carrier any charge for rearrangement, reconfiguration, disconnection, termination or other non-recurring fees for service or facilities that were in place prior to the execution of this Agreement unless the physical provisioning of such services or facilities has been changed or modified.
2. Except as provided herein, Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a period of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

**C. Termination**

1. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date

of termination of the then current Term. In the event of such termination for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under the terms of this agreement until (a) a new agreement is executed by the Parties; or (b) standard interconnection terms and conditions contained in Company's Tariff or other substitute document that are approved and made generally effective by the Commission or the FCC; or (c) Company and Carrier initiate and conclude an arbitration proceeding under 251 and 252 of the Act.

2. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:
  - a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
  - b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
3. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

### **III. NETWORK INTERCONNECTION**

- A. **Scope** - Carrier shall interconnect with Company's facilities as follows at Parity for the purpose of routing or terminating traffic:
  1. Carrier may interconnect its network facilities at any one or more technically feasible points of Interconnection (collectively referred to as "POI" ) within Company's network including: (a) at the Company access tandems; (b) at the Company end office switches; or (c) at any other mutually agreed points. The POIs are the point(s) of physical interconnection as identified in Exhibit 2 attached hereto and incorporated herein by reference. As Carrier initiates CMRS operations in additional Company areas, additional POIs will be established by Carrier and Exhibit 2 will be amended and updated to reflect the additional POIs, as necessary. If requested by Carrier, Company will, subject to technical feasibility, establish additional POI arrangements. Carrier must establish at least one physical POI for each LATA it delivers traffic in as long as LATAs are required by state or federal regulation.
  2. Except for line side interconnection at an End Office, interconnection to a Company End Office(s) will provide Carrier access only to the NXX's served by that individual End Office(s) to which Carrier interconnects.

3. Interconnection to a Company Tandem(s) will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX's which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that Tandem(s). Interconnection to a Company Tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company Tandem serving that exchange will also provide Carrier access to Company's end offices with the same functionality described in (2) above.
4. Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.
5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
6. Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
7. The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- B. **Exchange of Traffic** - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:
  1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.
  2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., inter/intra MTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.
  3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
  4. Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to

support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.

5. In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling.
  6. Where available, Company agrees to provide CIP (carrier identification code within Carrier's SS7 call set-up signaling protocol) at no charge.
  7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
  8. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable ordering process.
- C. Types of Traffic and Services** - The types of traffic to be exchanged under this Agreement include:
1. **Local Traffic.** For the purposes of compensation between Carrier and Company under this Agreement for Interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Carrier for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas.
  2. **IntraLATA toll traffic,** as defined in accordance with Company's then current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.
  3. **Switched access traffic** as specifically defined in Company's state and interstate switched access tariffs to the extent that said traffic does not originate and terminate within the same MTA, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the other Party's network.



4. Transit traffic. This is any traffic (e.g., EAS/Local, intraLATA toll, switched access and CMRS) which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
5. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
  - a. Directory Assistance;
  - b. 911/E911;
  - c. Operator call termination (busy line interrupt and verify);
  - d. LIDB; and
  - e. Information services requiring special billing. (e.g., 900 and 950)
6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications Carrier other than Company; (c) IXC's, and (d) other CMRS carriers.
7. Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the CMRS carrier.

**D. Compensation**

1. Local Traffic Terminating to Company. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Company to Carrier for transport to the tandem tandem switching, transport to the end office and end office switching.
  - a. Termination (End Office Switching). The rates set forth on Exhibit 1 shall be used as initial rates. Company expressly reserves the right to seek approval of rates, terms and conditions for transport and termination of local telecommunications traffic to be established by the Commission, whether the result of an arbitration proceeding for Company, a generic proceeding or otherwise. Carrier likewise reserves the right to participate in, and take any position in, any such proceeding. In the event, the Commission does establish rates, terms and conditions for

transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement and adjustments to past compensation shall be made to allow each Party to receive the level of compensation it would have received had the rates, terms and conditions in this Agreement equaled the rates later established by the Commission ("True-up"). Notwithstanding the above, no True-up will be implemented if the past traffic was not recorded and records do not exist to establish a basis for the True-up due to the inability of the parties to measure service. Nor will True-up be applicable to services provided over three (3) months previous to the effective date of the Commission order implementing such changes.

- b. **Transport.** Transport shall be a separately chargeable element. Permanent charges for transport between Company tandems and/or end offices shall be based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, the initial rate that reflects the Company's interstate dedicated or common transport prices as set forth on Exhibit 1 shall be used. The True-up provisions set forth in (a) above shall apply. Notwithstanding the above, no True-up will be implemented if the past traffic was not recorded and records do not exist to establish a basis for the True-up due to the inability of the Parties to measure service.
- c. **Tandem Charge.** Tandem switching shall be a separately chargeable element based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, Company shall charge the rates set forth in Exhibit 1 for Tandem Switching. The True-up provision set forth in a above shall apply.
- e. **Additions to existing and/or new Type 1 connections, a line-side connection between a CMRS provider's switch and ILEC central office, or Type 2, a trunk-side connection, will be subject to a non-recurring charge using the rates set forth in Exhibit 1.**

- 2. **Local Traffic Terminating to Carrier.** Carrier shall charge Company for only those rate elements utilized in completing a call. Carrier shall charge a single end office switching charge for each call completion that requires use of one MSC. For each call completion requiring use of more than one MSC, all MSCs prior to the last will create a tandem switching charge and the final MSC will create an end office charge. Carrier may also charge for transport between the MSCs; however, such transport will not include facilities from Carrier's MSC to cell site or from the cell site to the end user. For example a call terminating from Company over Carrier facilities through two Carrier MSCs would include charges from Carrier to Company for transport from the Company tandem, tandem switching, transport to the final MSC, and end office switching.

- a. Termination (MSC Switching). The rates set forth in Exhibit 1 for Tandem Switching and End Office shall be used as initial rates in accordance with the terms as set forth in Section 2 above. The True-up provisions set forth in Section 1(a) above shall also be applicable.
  - b. Transport. Transport shall be a separately chargeable element. Permanent charges for transport between Company tandems and/or end offices to Carrier's MSC over Carrier's facilities shall be based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, the initial rate that reflects the Company's interstate dedicated transport price as set forth on Exhibit 1 shall be used. The True-up provisions set forth in Section 1(a) above shall be applicable.
3. The method to be used to establish reciprocal (mutual) compensation is set forth in Exhibit 3 attached hereto and incorporated herein by reference.
  4. IntraLATA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating carrier's tariff or via other appropriate meet point access arrangements.
  5. Transit traffic shall be compensated based on charges associated with the functionality provided, e.g., end office switching, tandem switching and transport.
  6. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

**E. Billing**

1. The Company shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary whichever is greater. For existing facilities, Company and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost of the interconnection facilities. Initially this percentage will be the percentage shown on Exhibit 3 until such time as an actual traffic study can be conducted to determine the actual percentage. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above.

#### **IV. NETWORK MAINTENANCE AND MANAGEMENT**

##### **A. General Requirements**

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
  2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
  3. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than one percent of either Party's circuits in any exchange on a real-time basis.
  4. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
  5. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.
  6. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).
- B. Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

**C. Quality of Service**

1. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or other carriers at any given time.
2. Interconnection quality of service should be no less than that provided by the Company for its own services.
3. A minimum blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
4. Company shall adhere to competitive intervals for installation of POIs, and the objective in no case should be longer than 30 calendar days, absent extenuating circumstances. In those instances where new collocation arrangements are required, a 90 day installation target applies.
5. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
6. Carrier and Company will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained.

**D. Information**

1. Company must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
4. Company shall provide, at the earliest possible time, Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.
5. Company shall provide Carrier with its list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

**V. ADDITIONAL SERVICES**

**A. Operator Services**

**1. General Requirements**

- a. Company may provide operator service features to include the following:  
(I) local call completion 0- and 0+

**2. Compensation**

- a. Company may provide operator services at rates as set forth in Exhibit 1.

**B. Directory Assistance**

**1. General Requirements**

- a. Company may provide local directory assistance services to Carrier.

**2. Compensation**

- a. Company may provide directory services at rates as set forth in Exhibit 1.

**VI. ACCESS TO TELEPHONE NUMBERS**

- A. General Requirements** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

- B. Compensation** - To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself.

- C. Quality of Service** - Upon request and for a reasonable administrative charge, Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

**VII. ADDITIONAL RESPONSIBILITIES OF THE PARTIES**

**A. Cooperation on Fraud**

1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud

minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

2. At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end-user who terminate services to that Party without paying all outstanding charges, when such end-user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end-user's permission to obtain such information.

#### **B. Audit**

The Parties agree to exchange such reports and/or data as required to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. A request for an audit must be received within one (1) year of receipt of the jurisdictional usage factor and usage reports from the audited party.

#### **C. Proprietary Information**

1. During the term of this Agreement, it may be necessary for the Parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within 30 days.
2. The Parties will not have an obligation to protect any portion of Information which: (a) is made publicly available lawfully by a non-Party to this Agreement; (b) is lawfully obtained from any source other than the providing Party; (c) is previously known without an obligation to keep it confidential; or (d) is released by the providing Party in writing.
3. Each Party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appearing on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
4. All records and data received from Carrier or generated by Company as part of its requirements hereunder, including but not limited to data or records which are received or

generated and stored by Company pursuant to this Agreement, shall be proprietary to Carrier and subject to the obligations specified in this Section.

5. The Parties acknowledge that Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality the owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

#### **D. Law Enforcement And Civil Process**

##### **1. Intercept devices**

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. The intercept will be done at no charge to Carrier when the request is in the form of a court order.

##### **2. Subpoenas**

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

##### **3. Hostage or Barricaded Persons Emergencies**

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

#### **VIII. FORCE MAJEURE**

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of



God, explosion, war, or other violence, strikes or work stoppages, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected takes all reasonable steps to avoid or remove such cause of non-performance, provides immediate notice to the other Party setting forth the nature of such claimed event and the expected duration thereof, and resumes provision of service promptly whenever such causes are removed.

#### **IX. LIMITATION OF LIABILITY**

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a party's obligation under X. to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Company's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

#### **X. INDEMNIFICATION**

- A. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party-either individually or jointly with the indemnifying Party-for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party for any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the

indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- B. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of its end-users for nonpayment.
- C. When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.
- D. In addition to its indemnity obligations hereunder, each Party shall provide, in its tariffs and contracts with its customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) consequential damages (as defined in IX. above).

#### **XI. ASSIGNMENT**

- A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

## **XII. MISCELLANEOUS**

- A. Governing Law** - The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the interconnection service is provided.
- B. Compliance With Laws** - Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.
- C. Notices** - All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to  
Company: General Counsel  
Sprint  
5454 W. 110th Street  
Overland Park, KS 66211

If to  
Carrier: Vice President - General  
Counsel  
Southwestern Bell Wireless  
17330 Preston Road  
Dallas, TX 75252

with a  
copy to: Vice President  
Regulatory & Carrier Services  
Sprint  
5454 W. 110th Street  
Overland Park, KS 66211

with a  
copy to: Vice President - Network  
Southwestern Bell Wireless  
892 Woods Mill Road  
Ballwin, MO 63011

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

- D. Good Faith** - The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree to cooperate with each other in good faith. This Agreement may be modified by a written instrument only, executed by each Party hereto.

- E. Headings** - The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- F. Execution** - This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- G. Benefit** - The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.
- H. Survivorship** - Sections VII, IX, and X shall survive termination or expiration of this Agreement.
- I. Entire Agreement** - This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.
- J. Press Releases** - The Parties Agree that they will cooperate in releasing any press or news releases regarding this Agreement and that neither Party will make such a release without the expressed consent of the other.

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

UNITED TELEPHONE COMPANY OF  
MISSOURI

SOUTHWESTERN BELL WIRELESS INC.


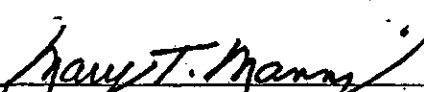
By: <u></u>	By: <u></u>
Name: <u>JOHN L. ROE</u>	Name: <u>Mary T. Manning</u>
Title: <u>VP - REGULATORY CARRIER SVCS</u>	Title: <u>President &amp; CEO</u>

EXHIBIT 1  
SPRINT - MISSOURI  
PRICING

RATE ELEMENT		RATE		NRC
Tandem Switching		Per Minute of Use		
Tandem Switching		\$ .003009		n/a
Transport		Interstate Access Tariff		
Dedicated		Fixed	Per Mile	
DS1		\$ 125.00	\$ 20.50	\$ 192.83
DS3		\$ 1,055.00	\$ 285.00	\$ 219.48
Multiplexing (e.g., T3 to T1 or T1 to V.G.)		Appropriate rates from current Interstate Access Tariff		
Common		Termination Fixed	Facility Per Mile Per	
MOU		\$ .000600	\$ .000099	\$ 196.43
Reciprocal Compensation		Per Minute of Use		
End Office		\$ .004891		\$96.37
Transit		Per Minute of Use		
Tandem Switching		\$ .003009		n/a
Transport		Fixed	Per Mile	
Dedicated				
DS1		\$ 125.00	\$ 20.50	\$ 192.83
DS3		\$ 1,055.00	\$ 285.00	\$ 219.48
Multiplexing (e.g., T3 to T1 or T1 to V.G.)		Appropriate rates from current Interstate Access Tariff		
Common		Termination Fixed	Facility Per Mile Per	
MOU		\$ .000600	\$ .000099	\$ 196.43

**EXHIBIT 1**  
**SPRINT - MISSOURI**  
**PRICING**

<b>RATE ELEMENT</b>	<b>RATE</b>	<b>NRC</b>
Type 1, Type 2A, or Type 2B Connection (in addition to applicable rate elements listed above)		
New installation or additions to existing trunk groups		Appropriate retail rate from current local service tariff
Type 1 Multi-line hunting <i>per trunk per month</i>	\$ .07	n/a
Directory Assistance Services		
<i>Directory Assistance Service</i>	Appropriate retail rate from current local service tariff	n/a
Toll & Local Operator Services		
<i>Toll &amp; Local Operator Service</i>	Appropriate retail rate from current local service tariff	n/a

**EXHIBIT 2**  
**POINTS OF INTERCONNECTION**

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**Cell Site Locations**

<b>Exchange</b>	<b>Address</b>	<b>Site Number</b>
Jefferson City	Christy Road, Jefferson City, MO	64
Jefferson City	4354 Rainbow Drive, Jefferson City, MO	111
Jefferson City	422 Monroe, Jefferson City, MO	154
Jefferson City	2604 Bess Hill, Jefferson City, MO	187
Rolla	Highway V, Rolla, MO	68
Rolla	13901 State Route CC, Rolla, MO	192
Rolla	2640 County road 7660, Duke, MO	193
Waynesville	Route H-C 6, Box 219, Waynesville, MO	108
Clinton	2356 NW Hwy 7, Clinton, MO	
Butler	2.8 Miles East from US 71, Butler, MO	
Buckner	216 Sibley Street, Buckner, MO	

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**Local Interconnection**

<b>SprintCLLI</b>	<b>Southwestern Bell Wireless CLLI</b>	<b>Type Interconnection</b>
JFCYMOXADS0	STLSMOMV1MD	2
ROLLMOXADS0	STLSMOMV1MD	2
BTLRMOXARS0	KSCYMOGF1MD	1
CLTNMOXADS0	KSCYMOGF1MD	1



### **EXHIBIT 3**

#### **RECIPROCAL COMPENSATION METHOD**

Reciprocal compensation will occur at rates and structures established in the contract effective between Company and Carrier.

The method of identifying the specific minutes of use applicable for terminating compensation shall be through the use of traffic studies completed by each party until such time when actual minutes of use can be captured, and exchanged if necessary, for billing purposes.

The traffic studies are to be completed within 90 days of the effective date of the contract to provide initial factors for terminating traffic. These traffic studies will be refreshed six months after the initial study to update the traffic factors. Subsequent traffic studies may be requested by either party to update the traffic factors, with a minimum interval of six months between each study.

Initially, the relationship of traffic (mobile to land vs. land to mobile) will be established as:

65% Mobile to land traffic

35% Land to mobile traffic

This factor will be utilized for a 90 day period until formal traffic studies can be completed.

With regard to transport and termination of traffic, Company and Carrier agree to ensure that both parties have all terminating minutes of use identified between each other. The parties agree to work cooperatively to identify such terminating minutes, including any minutes which transit through a third party's network before terminating to Company or Carrier.

## **AMENDMENT TO MASTER NETWORK INTERCONNECTION AGREEMENT**

This Amendment, dated as of September 30, 1997, by and between Southwestern Bell Wireless, Inc. and United Telephone Company of Missouri dba Sprint ("Sprint"), hereinafter collectively, "the Parties."

**WHEREAS**, Southwestern Bell Wireless and Sprint entered into an Interconnection Agreement dated June 23, 1997 (Original Agreement).

**WHEREAS**, the Parties wish to amend or modify the Original Agreement to revise terms and conditions of the Original Agreement.

**THEREFORE**, pursuant to Section XII.D. of the Original Agreement, the Parties hereby agree to modify the Original Agreement as follows:

### **Section 1 - Amendments**

- 1.1 The original Agreement shall be amended by making the follow modifications, additions and deletions.

#### **Original Agreement, Section I - Definitions**

**Delete Definition 18, Most Favored Nation, in its entirety.**

**Delete Definition 24, Total Element Long Run Incremental Cost, in its entirety.**

#### **Original Agreement, Section II - Scope, Term and Termination**

**Delete Paragraph A.2. in its entirety. Renumber A.3. to A.2.**

**Add New Paragraph C.4. as follows:**

4. *Nothing contained herein shall be construed as limiting either party's rights or obligations under 47 U.S.C. 252(i).*

#### **Original Agreement, Section III - Network Interconnection**

**Delete Paragraph D.1.a. in its entirety and replace as follows:**

- a. *Termination (End Office Switching). The rates set forth on Exhibit 1 shall be used. However, in the event the Commission does establish rates,*

*terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement.*

**Delete Paragraph D.1.b. in its entirety and replace as follows:**

- b. Transport. Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rates, terms and conditions adopted by the Commission shall be implemented herein.*

**Delete Paragraph D.1.c. in its entirety and replace as follows:**

- c. Tandem Charge. Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rates, terms and conditions adopted by the Commission shall be implemented herein.*

**Delete Paragraph D.2.a. in its entirety and replace as follows:**

- a Termination (MSC Switching). The rates set forth in Exhibit 1 for Tandem Switching and End Office shall be used as rates in accordance with the terms as set forth in Section 2 above.*

**Delete Paragraph D.2.b. in its entirety and replace as follows:**

- b. Transport. Transport shall be a separately chargeable element.*

## **Section 2 - Miscellaneous**

- 2.1 Except as amended hereby, all provisions of the Original Agreement remain in full force and effect.
- 2.2 Reference in the Agreement to "the Agreement" or "this Agreement" refer to the Original Agreement, as amended hereby.
- 2.3 Southwestern Bell Wireless and Sprint hereby authorize and execute this Amendment.

UNITED TELEPHONE COMPANY OF  
MISSOURI

SOUTHWESTERN BELL WIRELESS INC.

By: John L. Roe By: Wm B. McCallough  
Name: JOHN L. ROE Name: Wm B. McCallough  
Title: VP-CARRIER & REGULATORY SVCS Title: President & CEO