

AT&T Illinois

AT&T Wholesale Agreement

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Witness _____

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Contract Number: 9972

AGREEMENT FOR INTERCONNECTION

by and between

Sprint Spectrum L.P.

and

Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L. P. d/b/a SBC Texas, SBC Arkansas, SBC Kansas, SBC Oklahoma and SBC Missouri, Wisconsin Bell, Inc. d/b/a SBC Wisconsin

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INTERCONNECTION AGREEMENT

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement") is by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), shall apply to the state(s) of Illinois.

WHEREAS, SBC-13STATE is a Local Exchange Carrier in the State;

WHEREAS, SPCS is a Commercial Mobile Radio Service provider holding licenses to operate from the Federal Communications Commission in the State; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks and exchange of CMRS traffic for the provision of Authorized Services telecommunications service pursuant to the Act.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Certain terms may be defined elsewhere in this Agreement. Terms not defined shall be construed in accordance with their definition in the Act, with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934 (47 U.S.C. Section 251 et seq.), as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.3 "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 definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). The term "person" includes an individual, partnership, association, joint-stock company, trust, or corporation.

- 1.4 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.5 "Applicable Law(s)" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.6 "Authorized Services" means those narrowband or broadband PCS services (excluding paging) which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS.
- 1.7 "Business Day(s)" means Monday through Friday, excluding holidays on which SBC-13STATE does not provision new retail services and products.
- 1.8 "Carrier" has the meaning set forth in the preamble.
- 1.9 "Cell Site" means the location of radio transmitting and receiving facilities associated with the origination and termination of wireless traffic.
- 1.10 "Central Office", "Central Office Switch" or "CO" means a SBC-13STATE switching entity within the public switched telephone network, including, but not limited to End Office Switches and Tandem switches. Central Office Switches may be employed as combination End Office/Tandem switches. Central Offices are the homing or routing point for traffic inbound to that Party's services as stated in the LERG which bears a certain NPA-NXX designation; except where SPCS has not established Routing Points for its Designated NPA-NXX Codes in its own network, the Routing Point shall be the location of SBC-13STATE's Tandem switches.
- 1.11 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.12 "CMRS" means Commercial Mobile Radio Service as defined by the FCC, including CFR 47 Section 20.3 as may be amended from time to time.
- 1.13 "Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.
- 1.14 "Commission" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.14.1 "AR-PSC" means the "Arkansas Public Service Commission";

- 1.14.2 "CA-PUC" means the "Public Utilities Commission of the State of California";
- 1.14.3 "DPUC" means the "Connecticut Department of Public Utility Control";
- 1.14.4 "IL-CC" means the "Illinois Commerce Commission";
- 1.14.5 "IN-URC" means the "Indiana Utilities Regulatory Commission";
- 1.14.6 "KS-CC" means the "Kansas Corporation Commission";
- 1.14.7 "MI-PSC" means the "Michigan Public Service Commission";
- 1.14.8 "MO-PSC" means the "Missouri Public Service Commission";
- 1.14.9 "NV-PUC" means the "Public Utilities Commission of Nevada";
- 1.14.10 "PUC-OH" means the "Public Utilities Commission of Ohio";
- 1.14.11 "OK-CC" means the "Oklahoma Corporation Commission";
- 1.14.12 "PUC-TX" means the "Public Utility Commission of Texas"; and
- 1.14.13 "PSC-WI" means the "Public Service Commission of Wisconsin."
- 1.15 "Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 ("SS7").
- 1.16 "Completed Call" means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.17 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.18 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 "Day" means calendar day unless "Business Day" is specified.
- 1.20 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.21 "End Office Switch" is a switch from which SBC-13STATE's End User Customers' Exchange Services are directly connected and offered. A Cell Site or base station is not an End Office Switch.
- 1.22 "End User Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement. More specific

meanings of such term is dependent upon the context in which it appears in the Agreement and the provisions of the Act. As used herein, the term "End User Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

- 1.23 "Equal Access Trunk Group" means an interconnection Trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.24 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 1.25 "Facility" means the wire, line, fiber or cable used to transport traffic between the Parties' respective networks.
- 1.26 "FCC" means the Federal Communications Commission.
- 1.27 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.28 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.29 "Interconnection" has the meaning given the term in the Act and refers to the physical linking of two networks for the mutual exchange of traffic.
- 1.30 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or SBC-13STATE that provides, directly or indirectly, interLATA and/or intraLATA Telecommunications Service.
- 1.31 "InterMTA Traffic" means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the Cell Site at the beginning of the call to which the mobile End User Customer is connected).
- 1.32 "ISP" ("Internet Service Provider") shall be given the same meaning as used in the FCC Order on Remand and Report and Order; *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.
- 1.33 "Local ISUP" (Local Integrated Services Digital Network User Part) is the SS7 messaging that establishes local call set-up.
- 1.34 "LERG" means Local Exchange Routing Guide, a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

- 1.35 “Local Traffic”, for the application of reciprocal compensation, means Authorized Services Telecommunications traffic between SBC-13STATE and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area (“MTA”), as defined in 47 CFR Section 24.202(a).
- 1.36 “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.37 A “Mobile Switching Center” or “MSC” is a switch that performs, among other things, the switching of calls between and among its End User Customers and the End User Customers of other mobile or landline networks. The MSC is used to interconnect Trunk circuits with End Offices, Tandem switches and/or other MSCs. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 1.38 “MTA” means “Major Trading Area”, as defined in 47 C.F.R. § 24.202(a).
- 1.39 “NPA” means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of a 10-digit telephone number within the North American Numbering Plan.
- 1.40 “NXX”, “NXX Code”, “Central Office Code”, is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.
- 1.41 “Originating Landline to CMRS Switched Access Traffic” means InterLATA traffic delivered directly from SBC-13STATE’s originating network to Carrier’s network that, at the beginning of the call: (a) originates on SBC-13STATE’s network in one MTA; and, (b) is delivered to the mobile unit of Carrier’s End User Customer connected to a Cell Site located in another MTA. SBC-13STATE shall charge and Carrier shall pay SBC-13STATE the Originating Landline to CMRS Switched Access Traffic rates in Appendix Pricing – Wireless.
- 1.42 “Paging Traffic” means traffic to SPCS’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to SPCS.
- 1.43 “Party” means either SBC-13STATE or SPCS, and “Parties” means SBC-13STATE and SPCS.
- 1.44 “POI” means a point of interconnection between SBC-13STATE’s network and SPCS’s network. The POI is the meet point for the facilities that provides the physical linking of the Parties networks. Each POI shall be within the SBC-13STATE Territory.
- 1.45 “Rating Point” means the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated

NPA-NXX as designated correctly in the LERG, but need not be in the same location as that Routing Point.

- 1.46 “Reciprocal Compensation” means the arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic that originates on the network of the other carrier.
- 1.47 “Routing Point” means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches or MSCs are Routing Points for traffic to End User Customers identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its dedicated NPA-NXXs in its own network, the Routing Point shall be the SBC-13STATE Tandem switch where traffic to SBC-13STATE NXXs in the same NPA is homed.
- 1.48 “SBC-MIDWEST REGION 5-STATE” - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.49 “SBC-7STATE” - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.50 “SBC-13STATE” - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.51 “SBC-13STATE Territory” means SBC-13STATE's certificated franchise service territory within the State limited to the specific operating area(s) or portions(s) thereof in which SBC-13STATE is then deemed to be the ILEC under the Act.
- 1.52 “Signal Transfer Point” (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

- 1.53 "**SBC SNET**" - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.54 "State" means the state in which this Agreement is filed and approved pursuant to the Act.
- 1.55 "Switched Access Services" means an offering of access to **SBC-13STATE**'s network for the purpose of the origination or the termination of traffic from or to End User Customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service and 900 access.
- 1.56 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.
- 1.57 "Tandem or Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between End Offices, other Tandems, Third Party Providers and IXCs.
- 1.58 ("TCAP") Transaction Capabilities Application Part: TCAP queries are applicable only in those **SBC-13STATE** operating territories where SBC database products are offered and CLASS queries to the extent that **SBC-13STATE** offers CLASS functions to its End User Customers.
- 1.59 "Terminating IntraLATA InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; and, (c) is terminated on **SBC-13STATE**'s network in another MTA. For such InterMTA IntraLATA Traffic, **SBC-13STATE** shall charge and Carrier shall pay **SBC-13STATE** the Terminating IntraLATA InterMTA Traffic rates in Appendix Pricing - Wireless.
- 1.60 "Terminating Switched Access Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network; (b) is sent from the mobile unit of Carrier's End User Customer connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on **SBC-13STATE**'s network in another MTA and another LATA (*i.e.*, the traffic is both InterMTA and InterLATA). A Carrier is acting as an Interexchange Carrier by delivering this traffic and such traffic must be terminated to **SBC-13STATE** as FGD terminating switched access per **SBC-13STATE**'s Federal and/or State Access Service tariff.
- 1.61 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.62 "Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a **SBC-13STATE**'s local exchange services or resellers of CMRS provider's services.

- 1.63 "Transiting Traffic" means traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.64 "Transport," for the purpose of reciprocal compensation, means the transmission (and any necessary Tandem switching) of Local Traffic subject to Section 251 (b)(5) of the Act from the interconnection point between 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.
- 1.65 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Carrier's network with SBC-13STATE's network for the purpose of exchanging Authorized Services Local Traffic calls and/or IXC calls.
- 1.66 "Trunk Side" refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities.
- 1.67 UNEs or Unbundled Network Elements has the meaning as set forth in the Act and as defined by the FCC.
- 1.68 "V and H Coordinate" means the computing of airline miles (used in the rating of calls) between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

2. INTERCONNECTION

2.1 Interconnection Trunk Groups

- 2.1.1 Type 1: Provides a one-way Trunk Side connection (line side treatment) between a SBC-13STATE End Office Switch and SPCS's Mobile Switching Center ("MSC") and shall be used only for miscellaneous trunk groups (e.g., 8XX services). If and when SS7 is available for Type 1, it will be the preferred method of signaling. Charges for miscellaneous trunk groups shall be at an amount equal to the rates specified the applicable Special Access Tariffs. Additional charges for services provided on Miscellaneous Trunk Groups may also apply.
- 2.1.2 Type 2A: provides a two-way or one-way Trunk Side connection between a SBC-13STATE Tandem and SPCS's MSC. Type 2A provides the capability to interconnect SPCS's MSC to SBC-13STATE's Tandems for the purpose of establishing connection within the LATA to deliver traffic to subtending End Office Switches.
- 2.1.2.1 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC-7STATE Access Tandem. Local/Equal Access Trunk Groups carry

interexchange access traffic and Local Traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Carrier's network and an **SBC-13STATE** Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2.1 In **SBC-MIDWEST REGION 5-STATE**, a separate Type 2A Equal Access Trunk Group is required when **SBC-MIDWEST REGION 5-STATE** is not able to record Carrier-originated traffic to an IXC. Carrier will also provide to **SBC-MIDWEST REGION 5-STATE**, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A connection.

2.1.3 Type 2B: Provides a one-way Trunk Side connection from a SPCS MSC to a **SBC-12STATE** End office. Type 2B provides the capability to access only End User Customers served by that End Office. When two-way is available the parties agree that it will be the preferred trunk group type. SS7 signaling is currently available only on one-way Mobile to Land Type 2B, but two-way trunk groups will be provisioned with SS7 signaling where and when available.

2.1.4 Type 2C: A one-way terminating Trunk-Side connection between SPCS's MSC and **SBC-13STATE**'s Tandem equipped to provide access to E911 services. See Appendix Wireless Emergency Number Services Access (E911) for trunk and facility requirements.

2.1.5 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.

2.1.5.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an **SBC-13STATE** OSS switch.

2.1.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-13STATE**

2.1.6.1 Separate high-volume Trunk Groups (HVCI) will be required for high-volume customer calls (*e.g.*, radio contest lines). If the need for HVCI is identified by either Party, that party may initiate a meeting where the parties will negotiate where HVCI Trunk Groups need to be provisioned to ensure network protection from HVCI traffic.

2.1.7 In each LATA in which Carrier exchanges traffic with **SBC-13STATE**, Carrier shall trunk to each **SBC-13STATE** Tandem in each LATA and SBC

shall be responsible for the Facilities until traffic reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months. When the traffic level to and from the Tandem reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months, Sprint shall be responsible for the Facilities.

2.1.8 Installation/Provisioning

2.1.8.1 Carrier will be responsible for designing, ordering and provisioning all Trunks. Carrier will engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice.

2.1.8.2 Orders from Carrier to SBC-13STATE to establish, add, change, or disconnect Trunks shall be submitted using SBC-13STATE's applicable ordering system.

2.1.9 Design Blocking Criteria

2.1.9.1 Forecasting Trunk projections and servicing Trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).

2.1.9.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from SBC-13STATE End Office Switches to the access Tandem switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from SBC-13STATE End Office Switches to the local Tandem switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from SBC-13STATE End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic centum call seconds for primary high usage groups. The engineered blocking objective for the Trunk Group from the SBC-13STATE Tandem switch to the Carrier's MSC is one percent (1%).

2.1.9.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the

foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

2.1.10 Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.

2.1.11 **SBC-13STATE** shall transport Land-to-Mobile traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated POI within **SBC-13STATE** Territory within each LATA in the State in which Carrier operates. Carrier may transport traffic in the Mobile-to-Land direction to **SBC-13STATE**'s Tandem. If the traffic between the Carriers Network and any **SBC-13STATE** End Office meets the CCS equivalent of one DS1 (*i.e.* 500 busy hour centum call seconds), for three consecutive months the Parties shall, within fifteen (15) calendar days of the occurrence, establish a direct end office Trunk Group (DEOT). DEOTs groups will be established where two-way 2B trunking is available per the DS1 requirement. If the Parties cannot agree, **SBC-13STATE** reserves the right to restrict provisioning of additional Trunks at the Tandem.

2.1.12 Forecasting

2.1.12.1 Carrier agrees to provide an initial forecast for establishing the initial Interconnection Facilities. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC forecast. These non-binding forecasts should include yearly forecasted Trunk quantities for all appropriate Trunk Groups described in this agreement for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by SPCS. As part of the review process, **SBC-13STATE** will share any network plans or changes with SPCS that would impact the submitted forecast. Parties agree to the use current Industry Standards.

2.2 Trunk Servicing

2.2.1 If a Trunk Group is under 75% of centum call seconds capacity on a monthly average basis for each month of any three consecutive months period, either party may request the issuance of an order to resize the Trunk Group which shall be left with not less than 25% excess capacity. If Carrier adds capacity in anticipation of growth beyond three months, the parties agree to meet and discuss prior to deciding to resize the trunk group. **SBC-13STATE** may agree to extend the period of underutilization if Carrier can demonstrate the capacity need.

2.2.2 As discussed in this Agreement, both Parties will jointly manage the capacity of CMRS Interconnection Trunk Groups. Either Party may initiate a change

in Trunk Group provisioning by request. SBC-13STATE will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes SBC-13STATE desires to the CMRS Interconnection Trunk Groups based on SBC-13STATE's capacity assessment. Carrier will initiate a request by issuing an ASR to SBC-13STATE's Wireless Interconnection Service Center:

a. Within ten (10) Business Days after receipt of the TGSR, upon review of and in response to Pacific's TGSR;

or

b. At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

2.2.3 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and Carrier work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, designated NXX Code relocations, re-homes, facility grooming, or major network rearrangements.

2.3 Points of Interconnection

2.3.1 As required by Section 251 of the Act, SPCS may interconnect with SBC-13STATE's network at any technically feasible point that is within SBC-13STATE Territory within the LATA. Carrier and SBC-13STATE shall mutually agree on a POI for each Trunk Group utilized to carry traffic between their respective networks.

2.3.1.1 A POI may be located at:

- a. a SBC-13STATE office where the Facilities terminate, typically a Tandem office,
- b. a Carrier's office where the Facilities terminate, or
- c. other, mutually agreeable location.

2.3.2 Unless otherwise mutually agreed, for delivery of traffic over mobile to land or two-way Trunks, the POI shall be established to each SBC-13STATE Tandem switch or End Office Switch where trunking is required under this Agreement.

2.3.3 Unless otherwise mutually agreed, for delivery of traffic over land to mobile Trunks, the POI shall be established to each MSC or Carrier's designated

point of presence in the LATA that is within SBC-13STATE Territory where trunking is required under this Agreement.

2.4 Per LATA POI Requirement

2.4.1 SPCS acknowledges at this time, that SBC-13STATE is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, SPCS agrees to interconnect to at least one SBC-13STATE facility in each LATA in which it desires to pass traffic to SBC-13STATE for transport and termination within such LATA.

2.5 Incumbent LEC Requirement

2.5.1 The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or Facilities by SBC-13STATE in those areas where SBC-13STATE is not the incumbent LEC.

2.6 Interconnection Methods Available to SPCS

2.6.1 SPCS may provide its own Facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on SPCS's network) to the Interconnection point on SBC-13STATE's network. Alternatively, SPCS may purchase an entrance Facility and transport from a Third Party Provider or from SBC-13STATE for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SBC-13STATE shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs.

2.6.2 SPCS may request virtual collocation from SBC-13STATE at the rates, terms and conditions specified in the appropriate FCC Tariff in the state to which this Agreement shall apply and physical collocation as specified in applicable tariff (or in the absence of an applicable tariff, on an individual case basis). Alternatively, SPCS may collocate at a SBC-13STATE facility with a Third Party Provider with whom SBC-13STATE has already contracted for collocation. When SPCS collocates at a SBC-13STATE facility, it shall provide for the transport of traffic from its network to the appropriate Interconnection point on SBC-13STATE's network pursuant to Section 2.3 above. If SPCS causes SBC-13STATE to build a collocation cage and then SPCS does not use the facility (or all the facility), SPCS shall reimburse SBC-13STATE as if SPCS was using the entire facility.

2.6.3 SPCS may request SONET based services pursuant to tariff. These services are available only pursuant to tariff and not subject to this Agreement.

2.7 Interconnection Methods Available to SBC-13STATE

2.7.1 SPCS and SBC-13STATE may share SPCS's Interconnection Facilities at rates developed on a shared facilities basis, *i.e.* charges will be shared by the

Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.8 Technical Requirements and Standards

- 2.8.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.
- 2.8.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in Facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements.
- 2.8.3 Nothing in this Agreement shall prohibit SPCS from enlarging its CMRS network within the MTAs covered by this Agreement through management contracts with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name. Traffic originating on such extended network within the MTAs covered by this Agreement shall be treated as SPCS's traffic under the terms and conditions of this Agreement. SPCS shall provide **SBC-13STATE** notice of the following information for any such contracted third parties within a reasonable time after contracting with such third party: the legal name of the third party, a contact name and number, the ACNAs (and name associated with such ACNA) for orders placed by such party, and the geographic area to be served by such party.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

- 3.1 This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks, over CMRS Interconnection Trunks, for the transmission and routing by the Parties of Local Traffic and Transiting Traffic.

3.2 Routing

3.2.1 SPCS to SBC-13STATE Routes

3.2.1.1 SPCS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SBC-13STATE to a SBC-13STATE End User Customer or for delivery by SBC-13STATE to a subtending Third Party Provider or an IXC.

3.2.2 SBC-13STATE to SPCS Routes

3.2.2.1 SBC-13STATE shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SPCS.

3.2.3 SBC-13STATE will not deliver calls destined to terminate at a Carrier MSC via another Telecommunications Carrier Tandem switch. Further, where Carrier's dedicated NXX Codes subtend another Telecommunications Carrier's Tandem switch, the Parties will establish trunking directly between SBC-13STATE's Tandem switch and Carrier's MSC for the completion of land-to-mobile calls destined to terminate to such NXXs. In LATAs where other Telecommunications Carriers have Tandem switches, it is the responsibility of Carrier to negotiate interconnection and compensation arrangements directly with those Carriers. SBC-13STATE will complete land-to-mobile calls destined to terminate at a subtending CMRS MSC regardless of the call's originating Telecommunications Carrier; however, in delivering such calls, SBC-13STATE has no responsibility for traffic delivered through another Telecommunications Carrier's Tandem switch to SBC-13STATE's Tandem switch destined for Carrier's dedicated NXX Codes.

3.2.4 Transiting Traffic

3.2.4.1 Transiting Service will be provided by SBC-13STATE. SBC-13STATE's Transiting Service allows Carrier (a) to send traffic to a Third Party Provider network through SBC-13STATE's Tandem switch and (b) to receive traffic from a Third Party Provider network through SBC-13STATE's Tandem switch. Carrier is responsible for payment of the appropriate SBC-13STATE Transiting Service rates on Transit Traffic originating on its network delivered to SBC-13STATE. SBC-13STATE's Transiting Service rate is only applicable when calls do not originate with (or terminate to) SBC-13STATE's End User Customer. The rates that SBC-13STATE shall charge for Transiting Service are specified in Appendix – Pricing (Wireless).

Carrier shall deliver traffic to be handled by SBC-13STATE 's Transiting Service to SBC-13STATE 's Tandem switch(es).

3.2.4.2 **Third Party Provider Arrangements.** Carrier shall establish billing arrangements directly with any Third Party Provider Telecommunications Carriers to which it may send traffic by means of SBC-13STATE's Transiting Service. In the event that Carrier does send traffic through SBC-13STATE's network to a Third Party Provider Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such Third Party Provider Telecommunications Carrier makes a Claim against SBC-13STATE for compensation, SBC-13STATE will advise both Carrier and the Third Party Provider Telecommunications Carrier that they need to resolve the matter between themselves. If SBC-13STATE does so, then Carrier will indemnify SBC-13STATE for any termination charges SBC-13STATE subsequently is ordered by a regulatory agency or court to pay such Third Party Provider Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, SBC-13STATE agrees to allow Carrier to participate as a party.

3.2.4.3 When the Carrier is notified that there is more than a DS1's worth of traffic to any Third Party Provider, then the Carrier will use best effort to effect an direct interconnection arrangement with the Third Party Provider (subtending LEC) of concern within 135 calendar days. Except for overflow traffic that is mutually agreed to by the Parties, once direct trunk groups are established between Carrier and the subtending Third Party Provider switch, Carrier will cease routing Transit Traffic through SBC-13STATE Tandem to such Third Party Provider switch.

3.2.5 In determining the number of minutes of use subject to Reciprocal Compensation, SBC-13STATE and SPCS shall use actual call data to determine jurisdiction and originating carrier. When recorded billing data is not sufficiently available to SPCS to determine the jurisdiction and originating carrier of land to mobile traffic, SPCS will not default bill SBC-13STATE Reciprocal Compensation for such traffic.

3.2.6 **Non-Transit Traffic.** Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from an IXC destined for an SBC-13STATE End Office Switch. Carrier shall not deliver traffic to SBC-13STATE under this Agreement from a non-CMRS Telecommunications Carrier.

- 3.2.7 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in SBC-13STATE Territory.
- 3.2.8 Direct Connect. Where SBC-13STATE has in place direct Trunks employing Type 2A interface to a Carrier MSC, SBC-13STATE shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem switch.
- 3.2.9 One-way Provisioning
- 3.2.9.1 Should the provisioning of CMRS Interconnection Trunks on a one-way basis be required, due to equipment or billing limitations, each Party shall be responsible for the delivery of traffic from its network to the POI of the other Party (e.g., SBC-13STATE's Tandem/End Office Switch and/or Sprint PCS MSC). For land to mobile traffic the POI is located at SPCS's MSC or point of presence within SBC-13STATE Territory. For mobile to land traffic, the POI is located at SBC-13STATE's switch or as otherwise mutually agreed to by the Parties.

3.3 Reciprocal Compensation

3.3.1 Rates

- 3.3.1.1 The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING (Wireless). SBC-13STATE shall compensate SPCS for the transport and termination of Local Traffic originating on SBC-13STATE's network; SPCS shall compensate SBC-13STATE for the transport and termination of Local Traffic originating on SPCS's network.

3.3.2 Exclusions

- 3.3.2.1 Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:
- 3.3.2.1.1 interMTA traffic;
- 3.3.2.1.2 Transiting Traffic;
- 3.3.2.1.3 Non CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency); e.g., for the purposes of this Agreement, a call intended to terminate to a mobile station using CMRS frequency that is routed to voice mail because

the call cannot be completed to such mobile station shall be treated as CMRS traffic;

3.3.2.1.4 Toll-free calls (e.g., 800/888), 500 and 700 calls;

3.3.2.1.5 Paging Traffic;

3.3.2.1.6 Information Services Traffic (900); and,

3.3.2.1.7 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3.3.3 Measuring Calls as Local Traffic

3.3.3.1 In order to measure whether traffic comes within the definition of Local Traffic for the purposes of calculating reciprocal compensation, the Parties agree to the following:

3.3.3.1.1 For Land to Mobile traffic, the origination point of a call shall be the SBC-13STATE Central End Office Switch that serves the calling party at the beginning of the call, and the termination point shall be Carrier's cell site/base station, which serves the called party at the beginning of the call.

3.3.3.1.2 For Mobile to Land traffic, the origination point of a call shall be the Carriers' cell site/base station that serves the calling party at the beginning of the call, and the termination point shall be SBC-13STATE Central End Office Switch, which serves the called party at the beginning of the call.

3.3.4 The Parties agree that ISP traffic between them, if any, is presently *de minimis*; however, should intercarrier ISP traffic become greater than *de minimis*, it will be treated for compensation purposes at the same rate and rate structure as Local Calls. No additional or separate measurement or tracking of ISP bound traffic shall be necessary.

3.3.5 Conversation MOU

3.3.5.1 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon Conversation MOU. Conversation MOU will be determined from actual usage recordings. Conversation MOU begins when the originating Party's network receives Answer Supervision and ends when the originating Party's network receives Disconnect Supervision.

3.4 Billing And Recording

- 3.4.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective End User Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement.

4. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.
- 4.2 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.
- 4.2.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate **SBC-13STATE** to utilize Facilities obtained from a Third party Provider. However, should **SBC-13STATE** agree to share in the cost of Third Party Provider Facilities within **SBC-13STATE** Territory based on percentage of traffic, the reimbursement rate to Carrier will not exceed **SBC-13STATE** tariffed rates.
- 4.2.2 SPCS and **SBC-13STATE** may share Interconnection Facilities (e.g. T1) and those Facilities shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such Facilities as specified in Appendix PRICING.
- 4.2.3 **SBC-13STATE** may provide its own Facilities and transport for the delivery of traffic from its network to SPCS's network that is within **SBC-13STATE** Territory. Alternatively, **SBC-13STATE** may purchase an entrance Facility and transport from a third party, or from SPCS, for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SPCS will be developed on an individual case basis not to exceed the Access Tariff Rates.
- 4.2.4 SPCS and **SBC-13STATE** may share SPCS's Interconnection Facilities at rates developed on an individual case basis. Charges will be shared by the

Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

4.2.5 **Originating Party Uses Terminating Party's Facilities.** Where **SBC-13STATE** and SPCS mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.

4.2.5.1 Where SPCS has purchased high bandwidth facilities (*e.g.*, DS3 and above) for multiple uses, SPCS will make available these facilities, for trunking and Interconnection, to **SBC-13STATE**. If **SBC-13STATE** chooses to use such high bandwidth facilities for trunking and Interconnection, SPCS will charge **SBC-13STATE** a proportionate share of the cost of the high bandwidth facilities. SPCS shall bill and **SBC-13STATE** shall pay SPCS at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of **SBC-13STATE** originated traffic over such high bandwidth facilities within a single month and based upon SPCS's actual cost of a DS1 on such high bandwidth facilities, not to exceed **SBC-13STATE**'s tariffed rates.

4.2.5.2 Carrier's rate is specified in Appendix Pricing. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of **SBC-13STATE** originated traffic shall be based upon actual measurements.

4.2.6 **Originating Party Provides Its Own Facilities.** When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver one-way Interconnection traffic originating on its network to the POI located at either the MSC or point of presence within **SBC-13STATE** Territory or **SBC-13STATE** Tandem/End Office switch, such Party shall provide such Facilities and/or Trunks at its sole cost and expense.

4.2.7 **Originating Party Uses Terminating Party's Facilities.** When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement.

4.2.7.1 If either Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks at any time during the Term

hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable Facilities and/or Trunks costs. SBC-13STATE's use of such Facilities is equal to the amount of traffic originated on its network and terminated on Carrier's network; Carrier's use of such Facilities and/or Trunks is the sum of the following: (1) the amount of traffic originated on Carrier's network delivered to SBC-13STATE's network, and (2) the amount of Transit Traffic delivered to Carrier's network by SBC-13STATE.

- 4.2.7.2 If neither Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks during the Term hereof, the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks the costs of such Facilities and/or Trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix – Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith)("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of traffic originating on SBC-13STATE network delivered to Carrier's network shall be compared to the sum of the following: (1) the amount of traffic originating on Carrier's network delivered to SBC-13STATE's network, and (2) the amount of Transit Traffic delivered to Carrier's network by SBC-13STATE. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the initial Term of the Agreement will remain in effect during the initial Term of the Agreement.