

Law Office of
Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, Washington 98512
Fax (360) 753-6862

Richard A. Finnigan
(360) 956-7001
rickfinn@localaccess.com

Kathy McCrary, Paralegal
(360) 753-7012
kathym@localaccess.com

March 27, 2008

VIA E-FILING AND U.S. MAIL

Cheryl Walker
Oregon Public Utility Commission
PO Box 2148
Salem OR 97308-2148

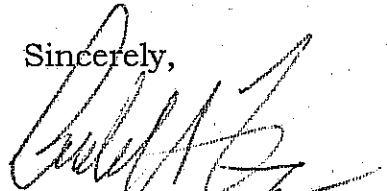
Re: Agreement Between Pioneer Telephone Cooperative and Sprint
Communications Company L.P.

Dear Ms. Walker:

Pursuant to the requirements of OAR 860-016-0020(3), enclosed you will find the completed Carrier-to-Carrier Agreement Checklist. Pursuant to OAR 860-016-0020(4), an electronic copy of the Checklist, Agreement and this letter have been provided by electronic mail.

Also enclosed are the original and two copies of the Agreement. This should complete the filing requirements contained in OAR 860-016-0020. If there is anything else that needs to be done, please let me know.

Sincerely,



RICHARD A. FINNIGAN

RAF/km
Enclosures

cc: William Sanfilippo
Jerry Schlachter

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

1. PARTIES

	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
	Sprint Communications Company L.P.	Pioneer Telephone Cooperative
Name of Party:	_____	_____
Contact for Processing Questions:		
Name:	William Sanfilippo	Jerry Schlachter
Telephone:	(913) 762-2193	(541) 929-3135
E-mail:	william_sanfilippo@sprint.com	jerryschlachter@pioneer.net
Contact for Legal Questions (if different):		
Name:	Jeff Pfaff	Richard A. Finnigan
Telephone:	(913) 315-9294	(360) 956-7001
E-mail:	jeff.m.pfaff@sprint.com	rickfinn@localaccess.com
Other Persons wanting E-mail service of documents (if any):		
Name:	_____	_____
E-mail:	_____	_____

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB _____
- Parties to prior agreement _____ & _____

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB _____

Amendment: Amends an existing carrier-to-carrier agreement.
Docket ARB _____

INTERCONNECTION AGREEMENT
BY AND BETWEEN
PIONEER TELPHONE COOPERATIVE
AND
SPRINT COMMUNICATIONS COMPANY L.P.

March 25, 2008

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This Interconnection Agreement ("Agreement") is made effective as of the ____ day of _____ 2008 by and between Pioneer Telephone Cooperative ("ILEC"), an Oregon cooperative corporation with offices at 1304 Main Street, Philomath, Oregon, 97370 and Sprint Communications Company L.P. ("Sprint") a Delaware limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251. ILEC and Sprint may also be referred to herein singularly as a "Party" or collectively as the "Parties."

BACKGROUND

The Parties are entering into this Agreement under Section 251(a) and (b) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act").

ILEC is an incumbent local exchange carrier ("ILEC") and Sprint represents that it is a telecommunications carrier for purposes of this Agreement.

The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement

- 1.1. This Agreement is effective upon signature by both Parties and has an initial term of one year. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for successive one year periods.
- 1.2. Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than one hundred eighty (180) days prior to expiration of the initial term or any succeeding term. If, after the date of such termination notice, either Party sends a request to negotiate a new agreement within thirty (30) days of the date of the termination notice, this Agreement will continue in full force and effect until such new Agreement is effective unless terminated under Section 1.3, below.
- 1.3. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Following the non-defaulting Party's notice to the defaulting Party of its

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Default, the non-defaulting Party shall not be required to process new service orders until the Default is timely cured. Default means any one or more of the following:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's Certificate of Operating Authority has been revoked by the Commission; or
- (c) A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

1.4 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

2. Scope

2.1. This Agreement is for Interconnection, and the exchange of Traffic between Sprint and ILEC. This Agreement may be used by Sprint to provide retail services or wholesale services, including voice over internet services. The Traffic Sprint delivers to ILEC is treated under this Agreement as Sprint Traffic, and all billing associated with that Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.

2.2. Nothing in this Agreement alters or otherwise affects in any manner the local calling areas or services offered by either Party to its End Users.

2.3 This Agreement expressly excludes the exchange of wireless-to wireline or wireline-to-wireless forms of Traffic.

3. Definitions

3.1. The following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific definition exists in the Act for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 3.2. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 3.3. Bill and Keep means that neither of the two interconnecting carriers charges the other for the transport and termination of Traffic originated by the other Party's End User.
- 3.4. Commission means the commission, board, or official (by whatever name designated) which under the laws of the state in which this Agreement is filed has regulatory jurisdiction over ILEC.
- 3.5. EAS Traffic means two-way traffic that is exchanged between the Parties that falls within the definition of "EAS" as set forth in applicable tariffs and regulatory rules and orders.
- 3.6. End User means the residential or business subscriber or other ultimate user of services provided by either of the Parties.
- 3.7. Extended Area Service ("EAS") means a service arrangement approved by the Commission whereby End Users in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users in another local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll.
- 3.8. Interconnection means the direct or indirect linking of the Parties' networks for the exchange of Traffic.
- 3.9. Interconnection Facility is the dedicated transport facility used to connect the two Parties' networks.
- 3.10. Local Access and Transport Area ("LATA") is as defined in the Act.
- 3.11. Point of Interconnection ("POI") means the location(s) at which the Parties' networks meet for the purpose of exchanging Traffic.
- 3.12. Telecommunications Service is as defined in 47 U.S.C. 153(46).
- 3.13. Traffic means Telecommunications Traffic that is intraexchange or EAS traffic.
- 3.14. Telecommunications Traffic is as defined in 47 C.F.R. § 51.701(b)(1), and is limited to traffic that is subject to reciprocal compensation under

47 U.S.C. § 251(b)(5); provided, however, that Telecommunications Traffic does not include wireless traffic.

4. Billing and Payments

- 4.1. The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty (30) days of the bill date but no less than twenty (20) days after receipt of the bill. Any undisputed amounts not paid when due accrue interest from the date such amounts were due at one percent (1%) per month, prorated to date of payment.
- 4.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement; provided, however, that the undisputed portion of billed amounts on an invoice that is disputed in part shall be paid when due.
- 4.3. No Party shall bill the other Party for services rendered more than twelve (12) months prior to the date of billing.

5. Audits

- 5.1. Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, invoicing and other services in accordance with this Agreement.
- 5.2. Any audit will be performed as follows: (i) following at least thirty (30) business days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.
- 5.3. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) calendar days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

6. Limitation of Liability

- 6.1. The Parties will limit liability in accordance with this Section.

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- 6.2. The liability of one Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.
- 6.3. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, punitive, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, tort, including without limitation, negligence of any kind, or otherwise, even if the other Party has been advised of the possibility of such damages.
- 6.4. Neither Party shall be liable to the End User of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s) or applicable End User contracts.
- 6.5. Nothing in this Section shall be construed to limit the indemnification obligations under Section 8 or to limit a Party's liability for its intentional misconduct or gross negligence.

7. No Warranties.

- 7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification

- 8.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) whether suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or intentional misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness.
- 8.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff or contracts that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.
- 8.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, delayed or

conditioned, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

- 8.4 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

9. Force Majeure

- 9.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is delayed under this Section, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations at a performance level no less than that which it uses for its own operations.

10. Nondisclosure of Proprietary Information

- 10.1. It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information ("CPNI") as those terms are defined by the Act and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (iii) information

derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents shall be bound by the terms of this Section. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the entity disclosing of the Confidential Information, and the Recipient means the Party to whom Confidential Information is disclosed.

- 10.2. Recipient has no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after such information becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after such information is rightfully acquired by Recipient free of restrictions of the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its employees or agents and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

- 11.1. Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For Sprint:
Sprint Communications Company L.P.
Manager, ICA Solutions
P O Box 7954
Overland Park, KS 66207-0966
(913) 762-4847

Or (overnight courier or Express mail only)
Sprint Communications Company L.P.
Manager, ICA Solutions
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251

With a copy to:
Sprint Communications Company L.P.
Legal/Telecom Management Privacy Group
Mailstop: KSOPHN0312 - 3A318
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348

For ILEC:

Pioneer Telephone Cooperative
1304 Main Street, PO Box 631
Philomath, OR 97370-0631
541-929-3135

With a copy to (which alone shall not constitute notice):

Richard A. Finnigan
Law Office of Richard A. Finnigan
2112 Black Lake Blvd SW
Olympia, WA 98512
360-956-7001

- 11.2. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

12. Dispute Resolution

- 12.1. If any matter is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.
- 12.2. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) calendar days after delivery of notice of the dispute by the disputing Party to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. If negotiations do not resolve the dispute, then either Party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.
- 12.3. Each Party waives its right to a jury trial in any court action arising among the Parties under this Agreement or otherwise related to this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. The agreement of each Party to waive its right to a jury trial will be binding on its successors and assigns.

13. Miscellaneous

- 13.1. Amendments. No amendment of this Agreement is valid unless it is in writing and signed by both Parties.
- 13.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.
- 13.3. Taxes. Each Party is responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 8 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges. Sprint is not required to pay any tax or surcharge for which it provides an exemption certificate or other commercially reasonable proof of exemption to ILEC.

- 13.4. Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.
- 13.5. Publicity. Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without the other Party's prior written consent.
- 13.6. Captions. Section headings are not to be construed as binding provisions of this Agreement; they are for the convenience of the Parties.
- 13.7. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 13.8. No Third-Party Beneficiaries. This Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.
- 13.9. Governing Law. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, including the Federal Communications Commission (FCC), this Agreement is governed by, and construed in accordance with, the laws and regulations of the state of Oregon, without regard to its conflicts of laws principles.
- 13.10. Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity will affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement will stand as if the invalid provision had not been a part thereof, and the remainder of the Agreement remains in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.
- 13.11. Assignment. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in

whole or in part, or of any interest, without the written consent of the other Party will be void ab initio, provided however that consent will not be unreasonably withheld, conditioned or delayed. Consent is not required if assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

14. Interconnection

14.1. The Parties shall make available to each other Interconnection Facilities for the reciprocal exchange of Traffic. For Interconnection under 251(a) of the Act the following terms apply:

14.2. Direct Interconnection

14.2.1.1. Unless the Parties agree to provide one-way facilities, each Party will provision a two-way Interconnection Facility for the delivery of its Traffic to the other Party's network.

14.2.1.2. The Parties mutually agree to establish a financial POI at ILEC's exchange boundary / mid-span meet point with Qwest. Each Party is financially responsible for facility costs on its side of the POI and shall jointly provision the facility that connects the two.

14.2.1.3. Each Party will deliver its Traffic to the POI.

14.2.1.4. Regardless of how one-way or two-way Interconnection Facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.

14.3. Indirect Interconnection

14.3.1. The Parties agree to exchange Traffic indirectly through one or more third-party networks ("Transiting Carrier"). In an indirect interconnection arrangement there is no POI directly linking the two parties' networks. Indirect interconnection is limited to the

exchange of Traffic through one or more local/EAS tandems. The Parties shall agree on which tandem or tandems may be used.

- 14.3.2. The Parties shall establish direct interconnection, as set forth in Section 14.2 of this Agreement, when the volume of Traffic under this agreement: (1) exceeds two hundred forty thousand (240,000) Conversation minutes of use for both Parties, on an average monthly basis, for each month of any two (2) consecutive months; or (2) exceeds one hundred twenty thousand (120,000) Conversation minutes of use for traffic originated by one of the Parties, on a monthly average basis, for each month of any three (3) consecutive months. Further, if either Party is assessed charges by a third-party provider of transit services in an amount the charged Party believes makes direct connection desirable, the charged Party shall notify the other Party and the Parties shall negotiate moving to direct interconnection in good faith.
- 14.3.3. Each Party is responsible for the transport of originating calls from its network to the Transiting Carrier and for the payment of any transit charges assessed by the Transiting Carrier for that Party's originated Traffic.
- 14.3.4. Until the Parties utilize direct interconnection, or agree otherwise for indirect interconnection, the Parties agree to utilize the local/EAS Newport Tandem for the exchange of Traffic on an indirect basis under this Agreement.

14.4. Technical Requirements for Interconnection

- 14.4.1. The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all Traffic it exchanges to the extent required by industry standards. Each

Party will transmit calling party number (CPN) as defined by FCC rules (47 C.F.R. 64.16).

15. Compensation

15.1. Interconnection Facilities

15.1.1. Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement.

15.2. Compensation for Telecommunications Traffic

15.2.1. The reciprocal compensation for the exchange of Telecommunications Traffic and information services will be on a Bill and Keep basis as set out on Attachment I.

15.3. Compensation for Toll Traffic

15.3.1. Compensation for the termination of toll traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission rules and regulations and consistent with the provisions of this Agreement.

15.3.2. Sprint and ILEC may provide jointly provisioned access to a third party interexchange carrier (IXC). Each Party will bill the IXC for the portion of jointly provisioned access service it provides to the IXC based on the Party's applicable tariff access charges.

16. Dialing Parity

16.1. Neither Party shall require its End User to dial more digits to call the other Party's End User than would be required to call any other End User within a given rate center.

17. Office Code Translations

17.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route Traffic to the other Party's assigned NXX codes at all times.

18. Local Number Portability

- 18.1. Local Number Portability (LNP) provides an End User the ability to retain its existing telephone number when changing from one telecommunications carrier to another.
- 18.2. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. The Parties shall provide LNP query, routing, and transport services in accordance with orders, rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC") to the extent that the same have been adopted or approved by the FCC.
- 18.3. When more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- 18.4. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.
- 18.5. The Parties will mutually provide LNP services to the extent required by law. LNP applies when an End User with an active account wishes to change carriers while retaining the telephone number or numbers associated with the account. LNP is also used with the provisioning of number pooling which the Parties will mutually provide in accordance with rules and regulations as prescribed by the appropriate regulatory bodies and using the industry guidelines set forth for number pooling.
- 18.6. Both Parties will cooperate to perform testing as specified in industry guidelines to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.
- 18.7. The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.

19. Coordination of Transfer of Service

- 19.1. When an End User transfers service from one Party to the other Party, the Parties will coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
- 19.2. The Parties will establish mutually acceptable, reasonable, and efficient transfer of service procedures for the exchange of necessary information for coordination of service transfers between the Parties, and the Parties will follow procedures outlined in Attachment II (TPP), or such other procedures as the Parties agree. Neither Party will charge the requesting Party for local service requests (LSRs) or the associated subscriber line information.
- 19.3. Each Party is responsible for following FCC rules for obtaining authorization from each End User initiating transfer of service from one Party to the other Party.
- 19.4. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

20. Directory Listings and Distribution Services

- 20.1. On an annual basis, Sprint may provide to ILEC or ILEC's directory publisher, as specified by ILEC, the subscriber list information for its End Users located within ILEC's operating areas. It is the responsibility of Sprint to submit directory listings on an annual basis in the prescribed manner to ILEC or ILEC's directory publisher, as appropriate, prior to the directory listing publication cut-off date, which will be provided by ILEC or ILEC's directory publisher to Sprint.
- 20.2. ILEC will include Sprint's End Users primary listings (residence and business) in its White Pages Directory as well as in any of ILEC's electronic directories in which ILEC's own Customers are ordinarily included. Listings of Sprint's End Users will be interfiled with listings of ILEC's customers and the customers of other LECs, in the local section of ILEC's directories.
- 20.3. ILEC will provide Sprint's End Users a primary listing in its telephone directories at no charge. Sprint will pay ILEC's normal charges for additional directory listings for the same End User. The current charge for additional directory listings is \$5.94 per month.

20.4 Sprint may pick up directories at ILEC's principal office for delivery by Sprint to Sprint's customers. Directories will be delivered to Sprint at ILEC's main office upon payment of ILEC's charges for directories. If Sprint orders a minimum of one thousand (1,000) directories, ILEC will charge Sprint twelve dollars (\$12.00) for each directory. Otherwise, ILEC will charge Sprint fifteen dollars (\$15.00) for each directory. Sprint shall order directories from ILEC no later than 30 days prior to the ILEC's publication cut-off date as identified per Section 20.1. In the alternative, Sprint may request directories be mailed to Sprint's customers and ILEC shall so mail the directories to Sprint's customers after receipt of a mailing list in the format specified by ILEC and payment of the then current charge for each directory, plus a charge for mailing at the then current rates of the U.S. Postal Service plus a charge for set up and handling of two (2) hours labor at ILEC's normal fully loaded labor rate for IT Staff, which is currently sixty-eight dollars (\$68) per hour.

21. 911 Requirements / Master Street Address Guide (MSAG)

21.1. Sprint or its agent shall provide initial and ongoing updates of Sprint's End Users 911 Records that are in valid electronic format based upon established NENA standards.

21.2. Each Party is solely responsible for the receipt and transmission of 911/E911 Traffic originated by it. The Parties acknowledge and affirm that calls to 911/E911 shall not ordinarily be routed over the interconnection trunk group(s) identified in and required under this Agreement.

22. Multiple Counterparts

22.1. This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.

23. Entire Agreement

23.1. This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are incorporated by reference, constitute the entire matter, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter.

24. Fraud

24.1 Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-user customers or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network.

25. Subsequent Law

25.1 The terms and conditions of this Agreement shall be subject to any and all applicable final, effective, unstayed laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed final, effective, unstayed law, rule, or regulation, the Parties agree to modify, in writing, the term(s) and condition(s) of this Agreement that are revised, modified or reversed by such final, effective, unstayed law, rule or regulation to bring them into compliance with such final, effective, unstayed law, rule, or regulation. Further, to the extent such final, effective, unstayed law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the term(s) and condition(s) that are revised, modified or reversed by such final, effective, unstayed law, rule or regulation, should one or both Parties choose to avail themselves of such final, effective, unstayed law, rule, or regulation. The Dispute Resolution provisions of Section 12 shall govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable final, effective, unstayed laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) business days after such subsequent change. If negotiations fail within forty (40) business days thereafter, this matter shall proceed to the Dispute Resolution procedures of Section 12.

26. Prohibited Practices

26.1 The Parties agree that neither Party shall engage in the practice of virtual number assignment, which is sometimes known as VNXX. This practice allows a customer End-User or other entity to appear to have a physical presence within a local calling area where that End User or other entity does not have such physical presence. An example would be to assign an End User who is not physically located in Eugene a Eugene number so

that it appears that the End User is physically located in the Eugene calling area.

- 26.2 Neither Party shall use voice-over-Internet-protocol technologies to avoid the payment of applicable terminating or originating access charges, including, but not limited to, arguing that use of voice-over-Internet-protocol technology as a transmission medium on the originating end of the call renders the call exempt from terminating access charges where the call is terminated through a traditional time division multiplex (TDM) technology. The applicable terminating or originating access charges shall be determined as interstate or intrastate based upon the location of the originating calling party and the terminating called party.
- 26.3 Neither Party shall deliver interexchange traffic on the same trunks that the Party uses to deliver local traffic to the other Party.
- 26.4 Neither Party shall deliver Traffic through access/toll tandems or over access/toll trunks, except in emergency overflow circumstances, which emergency overflow circumstances are defined by way of illustration to include, but are not limited to, switch hardware failure or inter-office facility circuit cuts.

27. Reservation of Rights

- 27.1 Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within Oregon for purposes of establishing direct and/or indirect connections for the exchange of Traffic between their respective end-user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements.

28. ILEC Status

- 28.1 ILEC represents and warrants that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Pursuant to Section 251(f)(1) of the Act, ILEC is exempt from Section 251(c) of the Act. Notwithstanding such exemption, ILEC has entered into and accepted this Agreement for purposes of exchanging Traffic as defined herein, with Sprint. ILEC's execution of this Agreement does not in any way constitute a waiver or limitation of ILEC's rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, ILEC expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in

response to other requests for interconnection by Sprint or any other carrier.

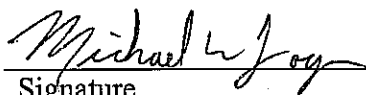
29. Numbering Resources

29.1 Sprint represents that it shall deploy numbering resources in compliance with the standards of the Oregon Public Utility Commission. Those standards require that an NPA-NXX or a thousands group pooled out of an NPA-NXX be assigned for use only within a specific rate center.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Sprint Communications Company L.P.

By: Pioneer Telephone Cooperative



Signature

Signature

Michael W. Logan

Typed or Printed Name

Typed or Printed Name

Director, ACCESS Strategy

Title

Title

03/25/2008

Date

Date

response to other requests for interconnection by Sprint or any other carrier.

29. Numbering Resources

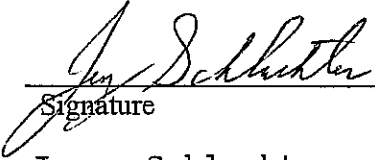
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By: Sprint Communications Company L.P.

By: Pioneer Telephone Cooperative

Signature



Signature

Typed or Printed Name

Jerry Schlachter

Typed or Printed Name

Title

General Manager

Title

Date

March 25, 2008

Date

March 25, 2008

Attachment I

PRICING SCHEDULE

SERVICE	CHARGE
RECIPROCAL COMPENSATION:	
TANDEM INTERCONNECTION	Bill and Keep
END OFFICE TERMINATION	Bill and Keep
TRANSIT	\$ N/A

Attachment II

Trading Partner Profile (TPP)

Porting between Sprint CLEC (SPID 8712) and <Trading Partner> (SPID <XXXX>)

Please return completed form to tracy.l.ellis-maxwell@sprint.com. Any questions may also be directed to this address. Thank you for your prompt attention.

The parties agree that information contained in the Trading Partner Profile is operational in nature and subject to change. The parties agree to make every effort to give the other party 30 days notice of any changes to its information.

GENERAL TRADING PARTNER INFORMATION		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Company Name	Sprint Communications LLP	
Wireless or Wireline	Wire line	
Carrier Type: ILEC, CLEC or Reseller	CLEC	
NPAC Registered Service Provider ID (SPID)	8712	SPID = Note: Please complete a separate TPP for each NPAC registered SPID/Port Center

CSR/LSR ACCEPTANCE WINDOW		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Monday – Friday	8 AM to 3 PM CST Mon – Fri. Note: Orders received after this timeframe is considered next business day.	(Include Time Zone)
Saturday – Sunday	No Requests/Responses	(Include Time Zone)
Holidays	Sprint will NOT process port orders on New Year’s Day, Martin Luther King Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day	What Holidays will you NOT accept and process port requests?

INTER-CARRIER TESTING		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Is inter-carrier port testing required (CSR & LSR)?	No	
Will you allow us to test with you?	Yes	
Primary Contact Name		
Contact Description	Carol Bushee	

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Phone Number (Carrier Support)	816-855-6749	
FAX Number		
Email address	Carol.A.Bushee@Sprint.com	

CARRIER INVOICE INFORMATION		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Where to send Carrier Invoices	Sprint Access Verification 6500 Sprint Parkway Overland Park, KS 66251-6108 Mailstop: KSOPHL0402	
Carrier Billing Contact	Regina Roach Manager, Switch Access Verification 913-315-5442	

CSR PROCESSING		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Is CSR (Customer Service Request)/ Address Verification available?	Yes. Sprint CLEC highly recommends that the OSP send a CSR prior to sending an LSR to reduce rejects as Sprint performs MSAG validation on LSRs.	
If yes, where do we send CSRs?	<u>csrportout requests@sprint.com</u>	
Do you have a required CSR form? (If yes, please provide.)	Subject line should contain "CSR Request – TN xxx-xxx-xxxx"	
Media (email, fax, GUI, etc.)	Email	
Standard Response Interval	2 business days. Day (0) is submit day.	
Does the CSR identify holds or freezes?	Yes	

LSR PROCESSING		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Contact Name	Port-Out Resolution Center	
Contact description		
Phone number	866-661-4585	
FAX number		
Email address		
Media accepted	Email	
Where to send Residential LSRs	<u>port requests@sprint.com</u>	
Where to send Commercial LSRs	<u>portrequestcommercial@sprint.com</u>	
LSR Version ID	Most recent industry standard	

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Do you have a required LSR form?	Yes	If yes, please provide form
BAN Number (If used on LSR)		
Standard Interval: LSR to FOC	2 business days. Note: Day (0) is submit day.	
Standard Interval: LSR to Port	3 business days. Note: Day (0) is submit day	
Expedited LSR		
Do you accept expedited LSRs?	Yes	
Criteria/Policy	If the DDD is less than the standard LSR interval (3 days), the Expedite field must be populated with a "Y". Must notify and receive approval from the Sprint CLEC LSR Processing contact before advancing the Due Date.	
Charge?	Expedites are subject to a "per day" expedite rate for each day of interval improvement. Any requests that are expedited due to an OSP caused reason will not incur an expedite charge.	
Order Completion		
When are translations completed as the OSP (Old Service Provider)?	11:00pm on due date. Note: As the OSP (Old Service Provider), it is critical not to cancel the customer's service until late evening on the DDT at the earliest . Sprint would prefer that OSP wait until the DD + 1, +2, or +3 to remove translations.	
Cancellation Procedures		
Do you accept a cancellation on the due date?	Yes. For service assurance, it is best to submit all cancellations and reschedules by 3:00pm the day before the due date.	
Order Cancellation Contact	Submit cancel order AND Call 866-661-4585	

SPRINT CLEC LSR FIELD REQUIREMENTS

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Sprint CLEC (SPID 8712)	<Trading Partner>
Subject line should contain the PON, TN, Version #, customer's name. Please also State if it is a CANCEL or DUE DATE CHANGE.	
There must be a Purchase Order Number (PON).	
Must have a version number	
There must be a telephone number.	
There must be a date and time that the order was sent.	
There must be a due date.	
The Req. Type field should always be "CB."	
The Activity field should always be "V."	
Make sure to populate the Sup field with only the following if needed:	
Sup 1 for cancellation	
Sup 2 for Due date change	
Sup 3 for all other changes	
Exp(edite) – field needs to be populated if the other does not meet the standard interval due date	
CC field should be company code only.	
NNSP – NEED TO BE populated with the correct SPID to ensure no porting issues	
The TOS field should be 2B—(2B plus 2 dashes)	
The contact section should list the LEC's initiator's name, phone number, and e-mail address.	

PORT RESOLUTION CENTER (CSR/LSR port status & reject resolution)		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Primary contact name	Port-Out Resolution Center	
Phone Number (Carrier Support)	866-661-4585	
Phone Number (Customer Support)	Cable Partner	
FAX Number	816-860-4408	
Email address		
Hours of Operation:		Hours of Operation:
Monday – Friday	8 AM to 5 PM CST M-F	
Saturday & Sunday	Closed	
Holidays	Closed	

PORT OUT ESCALATION POINT OF CONTACTS		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
1st Level:		1st Level:
Primary contact name	Port-Out Resolution Center	
Phone Number (Carrier Support)	866-661-4585	
Phone Number (Customer Support)	Cable Partner	
FAX Number	816-860-4408	
Email address		
2nd Level:		2nd Level:
Contact Name	Felicia Conley	
Contact description	Lead Provisioner	
Phone number	816-855-6764	
FAX number	816-860-4408	
Email address	Felicia.E.Conley@sprint.com	
Contact Name	Carmen Howard	
Contact description	Lead Provisioner	
Phone number	816-855-6582	
FAX number	816-860-4408	
Email address	Carmen.Howard@sprint.com	
3rd Level:		3rd Level:
Contact Name	Michael Zades	
Contact description	Supervisor: PO Team	
Phone number	816-855-6713	
FAX Number	816-860-4408	
Email address	Michael.C.Zades@sprint.com	
Contact Name	Jeff Johnson	
Contact description	Supervisor: PO Team	
Phone number	816-855-6534	
FAX Number	816-860-4408	
Email address	Jeff.Johnson2@sprint.com	

LNP CARRIER ACCOUNT MANAGER		
Carrier point-of-contact for establishing a porting relationship with Sprint CLEC (SPID 8712) as well as ongoing porting account-management. This contact information should NOT be shared with your Port Resolution Center.		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Primary Contact Name	Jim Gampper	
Title	LNP Carrier Management	
Address	6330 Sprint Parkway	
City, State, Zip	Overland Park, KS 66251	
Work Phone Number	913-762-3519	
Mobile Number	913-226-3172	
Fax	913-762-0117	

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E-Mail Address	<u>Jim.J.Gampper@sprint.com</u>	
Alternate Contact Name	Victoria Danilov	
Title	LNP Carrier Management	
Address	6330 Sprint Parkway	
City, State, Zip	Overland Park, KS 66251	
Work Phone Number	913-762-2811	
Mobile Number		
Fax	913-762-0117	
E-Mail Address	<u>Victoria.A.Danilov@sprint.com</u>	
Do you have a Carrier Notification distribution list for port process notifications?		If so, please add the LNP Carrier Account Managers listed above.

DIRECTORIES QUESTIONNAIRE: Please complete if you are an ILEC		
	Item	<Trading Partner>
ORDERING (DSR/LSR)	Who is your DIRECTORY LISTING PROVIDER (ILEC or Publisher/Vendor)?	
	Do you publish your own directory listing?	
	Should Sprint CLEC send Directory Listing information to you (ILEC) or to the Publisher/Vender for new or ported TNs (LSR/EU or DSR)?	
	Do you accept individual DSR or LSR/EU forms or do you require a Batch File prior to directory date?	
	If Batch is required what media do you accept? Excel, Word, etc.	
	Directory Listing Contact Information (ILEC or Vender):	
	Company Name:	
	Contact Name:	
	Contact Number	
	Contact Address	
	Contact e-mail	
	Who is responsible for listing the customer with the appropriate publishing company?	
	Who is your DIRECTORY ASSISTANCE PROVIDER?	
	Do you maintain your own DA database?	
	Should Sprint CLEC send DA orders to you or the DA agent?	
	Directory Assistance Contact Information (ILEC or Vender):	
	Company Name:	
	Contact Name:	
	Contact Number	
	Contact Address	
Contact e-mail		

	Who is responsible for listing the customer with the appropriate Directory Assistance Providers?	
AUDIT/RECONCILIATIONS	Who is your PUBLISHER for residential (white page) listings?	
	Company Name:	
	Contact Name:	
	Contact Number	
	Contact Address	
	Contact e-mail	
	Do you accept individual DSRs or require a Batch File prior to directory date?	
	If Batch is required what media do you accept? Excel, Word, etc.	
	Who is your PUBLISHER for Commercial (yellow page) Listings?	
	Company Name:	
	Contact Name:	
	Contact Number	
	Contact Address	
	Contact e-mail	
	Who is your ALI owner (DB that supports 911)?	
	Company Name:	
	Contact Name:	
Contact Number		
Contact Address		
Contact e-mail		