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IDAHO PUBLIC
UTILITIES COMMISSION

Attorneys for Applicant Midvale Telephone Exchange, Inc.
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF MIDVALE
TELEPHONE EXCHANGE, INC. AND
SPRINT SPECTRUM L.P. FOR APPROVAL
OF A WIRELINE INTERCONNECTION
AGREEMENT PURSUANT TO 47 U.S.C. §
252(E).

Docket No. *MID-T-05-01*

**APPLICATION FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT**

Midvale Telephone Exchange, Inc. ("Midvale") and Sprint Spectrum L.P. ("Sprint") hereby jointly file this Application for Approval of an Interconnection Agreement executed on November 2, 2004 (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit A.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an Agreement reached through voluntary negotiations only if the Commission finds that: the Agreement (or portions(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an Agreement (or portion) is not consistent with the public interest, convenience and necessity.

ORIGINAL

Midvale and Sprint respectfully submit this Application provides no basis for either of these findings and, therefore, jointly request that the Commission approve this Application expeditiously. This Application is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Application will enable Midvale to interconnect with Sprint facilities and to provide customers with increased choices among local telecommunications services.

Midvale and Sprint further request that the Commission approve this Application without a hearing. Because this Application was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

RESPECTFULLY SUBMITTED this 10th day of February 2005.

GIVENS PURSLEY LLP

By


Conley E. Ward

Attorneys for Midvale Telephone Exchange,
Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of February 2005, I caused to be served a true and correct copy of the foregoing document by the method indicated below and addressed to the following:

Jean Jewell
Idaho Public Utilities Commission
472 W. Washington Street
P.O. Box 83720
Boise, ID 83720-0074

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile
 Electronic Mail

Conley E. Ward
Conley E. Ward

EXHIBIT A

TRAFFIC EXCHANGE AGREEMENT

By and Between

Midvale Telephone Exchange, Incorporated

And

Sprint Spectrum L.P.

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This Traffic Exchange ("Agreement"), is entered into by and between Midvale Telephone Exchange, Incorporated, an Idaho corporation ("Company") and Sprint Spectrum L.P., a Delaware limited partnership d/b/a Sprint PCS ("Sprint PCS"), (each referred to as a "Party" and collectively as "Parties"). This Agreement is effective as of January 1, 2004.

WHEREAS, Sprint PCS is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service ("CMRS"); and

WHEREAS, Company is a provider of local exchange service; and

WHEREAS, Sprint PCS terminates Telecommunications Traffic that originates from Company's End Users, and Company terminates Telecommunications Traffic that originates from Sprint PCS's End Users; and

WHEREAS, Sprint PCS provides a point of interconnection in the Company's service areas, or interconnects with Company's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a compensation arrangement that compensates each other for terminating Telecommunications Traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS.

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

1.2 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with another Party. For purposes of this definition, the term "own" means to have an equity interest (or the equivalent thereof) in more than 10 percent.

1.3 "Central Office" means a switching facility from which Telecommunications Services are provided, including, but not limited to:

1.3.1 An "End Office Switch" or "End Office" used to, among other things, terminate Telecommunications Traffic to End Users.

1.3.2 "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence. A switch may be both an End Office Switch and a Tandem Switch.

1.3.3 "Mobile Switch Center" or "MSC" is a switching facility that provides tandem and end office switching capability.

1.4 "CMRS" means Commercial Mobile Radio Service as defined in the Act.

- 1.5 “Confidential Information” shall have the meaning ascribed in Section 23.
- 1.6 “Commission” refers to the state telecommunications regulatory commission within a state.
- 1.7 “End User” means, with respect to Sprint PCS, any subscriber to wireless service furnished by Sprint PCS or by another entity reselling Sprint PCS’s wireless service. With respect to Company, “End User” means any subscriber to wireline local exchange service furnished to the End User by Company or by another entity reselling Company’s wireline local exchange service, and further means any casual user of Company’s wireline local exchange service. Sprint PCS and Company are each deemed to be subscribers to their own wireless service or wireline local exchange service, respectively, for purposes of this definition.
- 1.8 “Information Service Provider” or “ISP” means any person or entity, including but not limited to an Internet service provider, which provides information services.
- 1.9 “ISP traffic” means traffic originated by one Party’s End Users and delivered to the other Party for transport and/or termination to an ISP.
- 1.10 “Interconnection,” as defined in 47 C.F.R. § 51.5, is the physical linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.
- 1.11 “Interexchange Carrier” or “IXC” means a carrier that provides or carries, directly or indirectly, intraLATA or interLATA telecommunications services.
- 1.12 “Local Exchange Carrier” is as defined in the Act at 47 U.S.C. § 153(26).
- 1.13 “Local Exchange Routing Guide” or “LERG” means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 1.14 “Major Trading Area” or “MTA” means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. 47 C.F.R. § 24.202(a).
- 1.15 “POI” means Point of Interconnection.
- 1.16 “PSTN” means the Public Switched Telephone Network.
- 1.17 “Reciprocal Compensation” means a compensation arrangement between two carriers in which each carrier receives compensation from the other carrier for the transport and termination of Telecommunications Traffic on the terminating carrier’s network facilities for Telecommunications Traffic that originates on the network facilities of the other carrier. 47 C.F.R. § 51.701(E).
- 1.18 “Tandem Switch” or “Tandem Office” is when Company provides tandem switching at the Company switch for traffic between Sprint PCS and a Company end office subtending the Company switch.

- 1.19 "Telecommunication Services" shall have the meaning set forth in 47 § U.S.C. 153(46).
- 1.20 "Telecommunications Traffic" for purposes of compensation under this Agreement is that traffic which originates and terminates within the same Major Trading Area ("MTA"). For purposes of determining whether traffic originates and terminates within the same MTA, and is therefore subject to Reciprocal Compensation under this Agreement, shall be determined by the location of the End Office serving the landline End User and the location of the cell site that serves the mobile End User when the call is originated. When Company terminates traffic of roamers using Sprint PCS facilities (including facilities of affiliates of Sprint PCS) within the MTA, this traffic shall be included in Sprint's Net Balance of Traffic, as defined in Section 6, below, and will be billed to Sprint PCS by Company. Sprint PCS may bill the appropriate charges to the originating carrier, which billing will not affect compensation between Company and Sprint PCS.
- 1.21 "Termination" means the switching of Telecommunications Traffic at the terminating Party's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's station or telephone.
- 1.22 "Usage Factors" are those factors set out in Attachment 1.

2. RURAL TELEPHONE COMPANY.

- 2.1 Company is a "rural telephone company" as defined in the Act, 47 U.S.C. § 153(37). This Agreement is entered into as a compensation arrangement under 47 U.S.C. § 332. It is not intended to constitute an interconnection agreement for purposes of Company's exemption from certain interconnection duties as set forth in the Act. Company further asserts that, pursuant to Section 251(f)(1) of the Act, Company is exempt from Section 251(c) of the Act. Notwithstanding such exemption, Company has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with Sprint PCS. The execution of this Agreement does not in any way constitute a waiver or limitation of either Company's or Sprint PCS's rights under Section 251(f)(1) or 251(f)(2). Accordingly, Company 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 PCS or any other carrier. Further, Sprint does not waive its right to challenge the rural status of Company under this Agreement.
- 2.2 Nothing in this Agreement shall be construed to prevent Company from treating a call which is interexchange in nature but which terminates in the same MTA as the location of the landline End User as a toll call for purposes of assessing an interexchange carrier (other than Sprint PCS) that carries the call access rates or from charging the landline End User toll rates.

3. TRAFFIC EXCHANGE

- 3.1 The traffic subject to this Agreement shall be that Telecommunications Traffic which originates from an End User on the network of one Party and is delivered to the other

Party for termination to an End User on the network of the other Party. Such traffic includes that traffic which is delivered via a third party tandem switch.

- 3.2 Company shall permit its End Users within a given Rate Center to dial the same number of digits to call a Sprint PCS NPA-NXX in any Rate Center that would be required of the same End User to call a landline end-user in the same Rate Center as the Sprint PCS NPA-NXX. Sprint PCS shall permit its End Users within a given Rate Center to dial the same number of digits to call a Company NPA-NXX in any Rate Center that would be required of the same End User to call a Sprint PCS End User in the same Rate Center as the Company NPA-NXX. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its End Users.

4. FACILITIES.

- 4.1 Each Party shall construct, equip, maintain and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.
- 4.2 Each Party shall be solely responsible for any charges the third-party tandem provider may assess for transiting traffic, if any, that originates on said Party's network. If traffic exchanged between Company and Sprint PCS reaches 200,000 minutes per month for three consecutive months, Company and Sprint PCS will discuss providing a direct connection between the Parties.
- 4.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route Telecommunications Traffic to the other Party's assigned NXX codes, provided routes are established between the parties. Neither Party shall impose any fees or charges whatsoever on the other Party for programming and updating its own switches for purposes of routing Telecommunications Traffic.
- 4.4 The Parties expect that where feasible, Telecommunications Traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

5. RATES AND CHARGES.

- 5.1 The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement. The Parties agree the rates set forth herein shall be deemed effective as of January 1, 2004.

Rate Elements

- 5.1.1 Local Network Usage -The Parties agree to compensate each other for terminating traffic that originates on the other Party's network. The rates for this compensation

arrangement are identified in Attachment 1, which is hereby incorporated by reference.

5.1.2 Tandem Switching - For Sprint PCS's Telecommunications Traffic that is transported to a Company end office via a Company tandem, Sprint PCS will compensate Company for the tandem switched traffic at rates identified in Attachment 1.

5.1.3 InterMTA Traffic- The Parties contemplate that they may exchange InterMTA traffic under this Agreement. Compensation for InterMTA traffic shall be subject to the appropriate tariff access rates. Termination of InterMTA MOUs shall be based on the Usage Factors set out on Attachment 1.

5.2 Until such time as Company is capable of measuring terminating traffic, Company shall bill Sprint PCS based upon a terminating to originating ratio using the net billing method in Section 6.

5.3 The Parties will exchange billing information on a monthly basis. Company will prepare its bill in accordance with its existing Carrier Access Billing System (CABS) billing systems. Except when net billing is used as described in Section 6, Sprint PCS will prepare its bill in accordance with OBF industry standards. The Parties will make an effort to conform to current and future OBF standards, as they apply to wireline and wireless traffic. Since Company is not capable of measuring, or does not have access to a measurement of traffic originating on Sprint PCS's network, the parties agree to bill each other based upon an assumed Usage Factor set forth in Attachment 1, in the manner described in Section 6.

5.4 When measurement of traffic is available, conversation time will be determined from actual usage recordings. Conversation time begins when the terminating recording switch receives answer supervision from the terminating End User. The measurement of terminating call usage ends when the terminating entry switch receives or sends a release message, whichever occurs first. Measured minutes of use are aggregated at the end of the billing cycle and then rounded to the nearest whole minute.

6. BILLING AND PAYMENT OF CHARGES.

6.1 Each net bill shall be prepared as follows:

6.1.1 First, using the Traffic Factors set forth on Attachment 1, the Company will establish the Mobile-to-Land minutes based upon the originating Land-to-Mobile minutes. To this total amount of Mobile-to-Land minutes, the Company will then apply the InterMTA Factor set forth on Attachment 1 and will bill the resultant number of minutes by applying thereto the rates set forth in Company's access services tariffs. Of the number of interMTA minutes resulting from

application of the InterMTA factor, one-half will be billed according to the Company's intrastate access services tariff and one-half will be billed according to the Company's interstate access services tariff.

- 6.1.2 The remaining Mobile-to-Land minutes calculated according to the Mobile-to-Land Factor will be multiplied by the Local Call Termination Rate set forth on Attachment 1 and the result, when added to the bill for interMTA minutes, shall be Sprint PCS' gross obligation to Company. The Land-to-Mobile minutes will be multiplied by the Local Call Termination Rate set forth on Attachment 1, with the result being the Company's gross obligation to Sprint PCS. The Company then will subtract the Company's gross obligation to Sprint PCS from the Sprint PCS gross obligation to the Company, with the resulting difference being the amount of the net bill to be rendered by the Company to Sprint and to be paid by Sprint to the Company.
- 6.2 Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and Local Network Usage and access usage will be billed in arrears. All bills will be due when rendered and will be considered past due thirty (30) calendar days after the bill date. The Parties agree that they will each make a good faith effort to resolve any billing dispute.
- 6.3 If any undisputed amount due on the billing is not received by the billing Party by the payment due date, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next or subsequent invoice.
- 6.4 If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay all undisputed amounts to the billing Party by the due date. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if the disputed amount is sustained, upon final determination of such dispute.
- 6.5 The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes and surcharges where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.
- 6.6 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in

accordance with this Agreement. Any audit shall be performed as follows: (a) following at least thirty (30) days prior written notice to the audited Party, (b) subject to reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules.

7. IMPAIRMENT OF SERVICE.

7.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

7.2 If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to remedy promptly the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment until the circumstance or condition giving rise to the Impairment of Service is eliminated or otherwise resolved.

8. TROUBLE REPORTING.

8.1 In order to facilitate trouble reporting, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

8.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

9. TERM AND TERMINATION.

- 9.1 This Agreement shall take effect as of January 1, 2004, and have an initial term of one year, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter for successive one-year terms, until replaced by another agreement or terminated by either Party upon ninety (90) days written notice to the other.
- 9.2 This Agreement shall continue in full force and effect until superseded by a successor agreement upon expiration of the one (1) year term. Either Party may request the negotiation of a successor agreement by written notice to the other Party no earlier than sixty (60) days prior to the expiration of the one (1) year term, and this Agreement shall renew on a month-to-month basis until the negotiation of a successor agreement is executed between the Parties.
- 9.3 Notwithstanding Section 9.1 and 9.2 above, this Agreement shall be terminated in the event that:
- 9.3.1 the FCC revokes, cancels, does not renew or otherwise terminates Sprint PCS's authorization to provide CMRS in the area served by Company, or the Commission revokes, cancels, or otherwise terminates Company's certification or authority to provide local service; or
- 9.3.2 either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement, with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.
- 9.4 Either Party shall have the right to terminate this Agreement upon written notice to the other Party in the event:
- 9.4.1 a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than sixty (60) days, and the Party does not pay the undisputed amount in full within fifteen (15) business days of the other Party's written demand for payment; or
- 9.4.2 a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after receipt by it of the other Party's written notification to the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.

10. LIABILITY UPON TERMINATION.

- 10.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from (1) 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 (2) from any obligation which is expressly stated in this Agreement to survive termination.

11. AMENDMENTS.

11.1 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" includes Attachment 1 hereto and shall include future amendments, modifications, and supplements to this instrument.

12. ASSIGNMENT.

12.1 Any assignment by either Party of any right, obligation, or duty arising under, or of any interest in this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign its rights, obligations, liabilities and duties under this Agreement to any entity that is, or in the case of an assignment that was immediately preceding such assignment was, a wholly owned subsidiary or affiliate of that Party without consent, but with written notification to the other Party. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, liabilities and duties of the assigning Party's performance under this agreement. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the Parties.

12.2 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the Sprint PCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS's traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "Sprint PCS Telecommunications Traffic" when it originates on such extended network and terminates on Company's network, and as "Company Telecommunications Traffic" when it originates upon Company's network and terminates upon such extended network. Such Telecommunications Traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

13. AUTHORITY.

13.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

14. BINDING EFFECT.

14.1 This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

