



To Sprint: Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251

Copy to: Field Service Manager  
330 S. Valley View Blvd.  
Las Vegas, NV 89107

## 5. AMENDMENTS:

The following shall replace or substitute for the corresponding section(s) in the Adopted Agreement. Except as modified herein, the Agreement shall, in all other respects, reflect the same terms and conditions as the Adopted Agreement.

1.49 “Local Traffic,” for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any Information Access Traffic. Neither Party waives its’ rights to participate and fully present its’ respective positions in any proceeding dealing with the compensation for Internet traffic.

1.88 “Information Access Traffic” for the purposes of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.

3.3.1. On April 27, 2001, the Federal Communications Commission (FCC) released *Order on Remand and Report and Order*, FCC 01-131, CC Docket No. 96-98, adopted April 18, 2001, relating to intercarrier compensation for telecommunications traffic delivered to Internet service providers. The FCC’s decision modifies FCC rules 47 CFR §§51.701(b)(1)-(2), 51.701(a), 51.701(c)-(e), 51.703, 51.705, 51.707, 51.709, 51.711, 51.713, 51.713 and 51.717. The FCC *Order on Remand and Report and Order* is/will be effective 30 days after publication in the Federal Register, except the 251(i) rights as set forth in paragraph 82 of the Order, will be effective upon publication in the Federal Register. The FCC *Order on Remand and Report and Order* affects certain provisions of this Agreement, including some of the rates contained in this Agreement.

3.3.2. Pursuant to paragraphs 3.2 and 3.3 of this Agreement, either Party may require that the affected provisions of this Agreement be renegotiated in good faith and amended to reflect the *Order on Remand and Report and Order*, such changes to

be effective as of the effective date of the *Order on Remand and Report and Order*.

37.1.1 The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Information Access Traffic on the network of one Party which originates on the network of the other Party.

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

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SPRINT

By: Rick L. Deff

By: William E. Cheek

Name: Rick L. Deff

Name: William E. Cheek

Title: President

Title: President - Wholesale Markets

Date: 5-9-2002

Date: 5/16/02