interconnection between data networks, or any generally accepted standard network interconnecton protocol that may modify or replace the X.75 standard. If these requirements are met, Joint Venture Co. and Sprint may also offer data telecommunications services other than those based on the X.25/X.75 protocols using the Public Data Networks.

## IV

## **Applicability and Effect**

The provisions of this Final Judgment shall be binding upon defendants, their affiliates, subsidiaries, successors and assigns (except for any Sprint business that is subsequently spun-off or otherwise divested and in which neither FT nor DT have any ownership interest), officers, agents, servants, employees and attorneys. Defendants shall cooperate with the United States Department of Justice in ensuring that the provisions of this Final Judgment are carried out. Neither this Final Judgment nor any of its terms or provisions shall constitute any evidence against, an admission by, or an estoppel against the defendants. The effective date of this Final Judgment shall be the date upon which it is entered.

## V

## **Definitions**

For the purposes of this Final Judgment:

A. "Affiliate" and "subsidiary" means any entity in which a person has equity ownership, or managerial or operational control, directly or indirectly through one or more intermediaries, provided that these terms, when used in connection with Sprint do not include Joint Venture Co., Atlas, FT or DT; when used in connection with FT do not include Joint Venture Co., Sprint or DT but do include Atlas; when used in connection with DT do not include Joint Venture Co., Sprint, or FT but do include Atlas; and when used in connection with Joint Venture Co. do not include Sprint, Atlas, FT or DT (but do include all entities which Joint Venture Co. controls, or which are jointly controlled by Sprint, FT and DT). Atlas, FT and DT shall not be deemed to be persons in active concert or participation with Joint Venture Co. or Sprint for purposes of this Final Judgment. Affiliates and subsidiaries of Sprint and Joint Venture Co. that are not controlled by Sprint or Joint Venture Co. do not have substantive compliance obligations under Sections II and III of this Final Judgment.

B. "Atlas" means a joint venture identified in an agreement entered into

between FT and DT on December 15, 1994, as amended, formed, or to be formed, by FT and DT to provide certain telecommunications services in Europe, regardless of the name that entity may subsequently have, or the percentages of ownership of FT or DT or the services or geographic areas in which that joint venture may operate, and any subsidiary, affiliate, predecessor, successor or assign of that joint venture, or any other entity jointly owned by FT and DT and having substantially similar purposes.

C. "Control" means, with respect to any entity's relationship to another entity, any of the following, unless another standard of control is specified in a provision of this Final Judgment:

(1) ownership, directly or indirectly, by such entity of equity or other ownership interest entitling it to exercise in the aggregate 50% or more of the voting power of the entity in question;

(2) the possession by such entity of the power, directly or indirectly, to elect 50% or more of the board of directors (or equivalent governing body) of the

entity in question;

(3) the ability to direct or cause the direction of the management, operations, or policies of the entity in question, provided, however, that any party's obligations under the Joint Venture Agreement in the form entered into on June 22, 1995 (exclusive of any subsequent amendments) shall not constitute control under Section V.C. Where more than one entity exercises joint control over an entity, each shall be deemed to have control.

D. "Correspondent" means a bilaterally negotiated arrangement between a provider of telecommunications services in the United States and a provider of telecommunications services in France, or between a provider of telecommunications services in the United States and a provider of telecommunications services in Germany, by which each party undertakes to terminate in its country through its public switched network or its public data network traffic originated by the other party, for provision of an international telecommunications or such enhanced telecommunications service. A service managed by Joint Venture Co., and provided without correspondent relationships with any other provider, shall not be deemed to constitute a correspondent service.

E. "Defendant" or "defendants" means Sprint and Joint Venture Co.

F. "Disclose," for purposes of Section II.A.1–7 and III.E, means disclosure to the United States Department of Justice

Antitrust Division, which may further disclose such information to any United States international telecommunications provider that directly or through a subsidiary or affiliate (i) holds or has applied for a license from either the United States Federal Communications Commission or the French Direction Générale des Postes et Télécommunications ("DGPT"), or successors in responsibility to such agencies, to provide international telecommunications or enhanced telecommunications services between the United States and France, or actually provides telecommunications or enhanced telecommunications services between the United States and France, for services where no license is required, or (ii) holds or has applied for a license from either the United States **Federal Communications Commission** or the German Bundesministerium für Post und Telekommunication ("BMPT"), or successors in responsibility to such agencies, to provide international telecommunications services or enhanced telecommunications services between the United States and Germany, or actually provides telecommunications or enhanced telecommunications services between the United States and Germany, for services where no license is required. Disclosure by the Department of Justice to any provider described above shall be made only upon agreement by such provider, in the form prescribed in the Stipulation entered into by defendants and the United States on July 13, 1995, not to disclose any non-public information to any other person, apart from governmental authorities in the United States, France or Germany. Where Joint Venture Co. is required to disclose in Section II.A particular telecommunications services provided, this shall include disclosure of the identify of each of the services, and reasonable detail about each of the services to the extent not already published elsewhere, but shall not require disclosure of underlying facilities used to provide a particular service that is offered on a unitary basis, except to the extent necessary to identify the service and the means of interconnection with the service.

G. "DT" means Deutsche Telekom A.G., and any entity controlled by DT, provided that DT does not include Joint Venture Co., FT, or Sprint, but does include Atlas.

H. "Enhanced telecommunications service" means any telecommunications service that involves as an integral part of the service the provision of features or capabilities that are additional to the