

may enter said premises at any reasonable hour to test and inspect such facilities in conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.

4.7.1.4 If SPRINT leases loops that are conditioned to transmit digital signals, as part of that conditioning, VERIZON will test the loop UNE and provide recorded test results to SPRINT. In maintenance and repair cases, if loop tests are performed, VERIZON will provide any recorded readings to SPRINT at the time the trouble ticket is closed in the same manner as VERIZON provides the same to itself and/or its Customers

4.7.1.5 When SPRINT provides its own loop and connects directly to VERIZON's NID, VERIZON does not have the capability to perform routine maintenance. SPRINT can perform routine maintenance via its loop and inform VERIZON once the trouble has been isolated to the VERIZON NID and VERIZON will repair (or replace) the NID, or, at SPRINT's option, effect a NID-to-NID cross connection, using the VERIZON NID only to gain access to the inside wire at the Customer location.

4.7.1.6 Repair of any UNE loop will consist of bringing the loop to the standards identified by the NC/NCI codes provided on the original LSR. The NC/NCI codes will be translated into the standard special services ID code, which provides the VERIZON technician specifications of the service level required of the UNE loop.

4.7.2 Coordinated Testing. At Sprint's request, upon issuance of the LSR, and as specified therein, VERIZON will conduct coordinated testing of unbundled loops with SPRINT upon completion of the installation. The VERIZON technician will work with the SPRINT center to test the newly installed loop, which may include the placing and removing of shorts to allow SPRINT to test the line. VERIZON will contact SPRINT when the loop order is completed by calling the toll free (e.g., 800/888) telephone number specified on the order. It is agreed that after calling the SPRINT 800/888 telephone number the VERIZON technician will not remain on hold for longer than five minutes, and the VERIZON technician will not be required to spend more than 15 minutes performing cooperative testing on any single loop. Once Sprint determines that the loop meets the technical requirements for an unbundled loop, Sprint will provide VERIZON with a confirmation number and VERIZON will complete the order. VERIZON will perform repair and maintenance on trouble identified to be in VERIZON's network.

VERIZON will not perform routine testing of the unbundled loop for maintenance purposes. Sprint will be required to provision a loop testing device either in its central office (switch location), Operations Center, or in its collocation arrangement to test the unbundled loop.

4.8 Subloops.

SPRINT is responsible for all engineering requirements when provisioning service to an end user via Subloop UNEs. VERIZON does not guarantee, nor is it responsible for, the end-to-end performance of the entire loop when VERIZON provides only a portion of the loop. Furthermore, VERIZON is responsible for maintenance on only the portion of the loop element that VERIZON provides. VERIZON will provide all Subloop UNEs to SPRINT in the same manner as VERIZON provides such elements to itself per existing VERIZON interface specifications, maintenance and administrative policies.

4.9 Loop Interference.

Sprint will deploy xDSL equipment that operates under the Power Spectral Density (PSD) mask defined by ANSI T1 standards.

If SPRINT's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by VERIZON or other CLECs in the same cable sheath, VERIZON will so notify SPRINT and SPRINT will immediately remove such interfering technology and shall reimburse VERIZON for all costs and expenses incurred related to this interference.

VERIZON will implement spectrum management practices that provide methods to resolve service degradation caused by disturbers on nearby loop pairs when there are industry standards adopted for spectrum management. Methods may include forms of binder management designed to protect services from the effects of known disturbers.

5. Financial Matters.

5.1 Rates and Charges.

The monthly recurring charges (MRCs) and non-recurring charges (NRCs) applicable for the UNEs and Combinations, and related services made available under this Attachment are set forth in Appendix A and Appendix A-1 attached hereto and made a part of this Attachment. Compensation arrangements for the exchange of switched traffic between SPRINT and VERIZON when SPRINT uses a VERIZON port, local switching and shared transport shall be as set forth in Appendix B.

5.2 Billing.

VERIZON will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes NIDs, subloops, loops, loops combined with port, ports and local switching, shared transport, and line sharing. State or sub-state level billing will include up to thirty (30) summary bill accounts. Timing of messages applicable to VERIZON's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access. VERIZON will utilize CABS to produce the required bills for UNEs and Combinations ordered via the ASR process. This includes dark fiber, dedicated transport and loops combined with dedicated transport.

5.2.1 Incollects. Incollects are calls that are placed using the services of VERIZON or another LEC or local service provider and billed to a UNE port, INP number, or LNP number of SPRINT. Examples of an incollect are collect and credit card calls. VERIZON will provide the rated record it receives from the CMDS network, or which VERIZON records (non-intercompany), to SPRINT for billing to SPRINT's Customers. VERIZON will settle with the earning company, and will bill SPRINT the amount of each incollect record less the Billing & Collection (B&C) fee for Customer billing of the incollects. The B&C credit associated with SPRINT's incollect messages that are incurred by VERIZON will be billed to SPRINT on the monthly statement.

5.2.2 Outcollects. Outcollects are calls that are placed using a SPRINT UNE port and billed to a VERIZON line or the line of another LEC or local service provider. Examples of an outcollect are collect and credit card calls. When the VERIZON Central Office Switch from which the UNE port is served utilizes a VERIZON operator services platform, VERIZON will provide to SPRINT the unrated message detail that originates from a SPRINT resale service line or UNE port,

but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). As the local service provider, SPRINT will be deemed the earning company and will be responsible for rating the message at SPRINT's rates and for providing the billing message detail to the billing company for Customer billing. SPRINT will pay to VERIZON charges as agreed to for services purchased, and SPRINT will be compensated by the billing company for the revenue due to SPRINT. When a non-VERIZON entity provides operator services to the VERIZON Central Office Switch from which the resale line or UNE port is provisioned, SPRINT must contract with the operator services provider to obtain any EMI records required by SPRINT.

5.3 Measurement of Originating Usage.

VERIZON shall record usage data originating from SPRINT Customers that VERIZON records with respect to its own retail Customers, using services order by SPRINT. On UNE port accounts, VERIZON will provide usage in EMI format per existing file exchange schedules.

5.4 Measurement of Terminating Usage.

Until such time as industry standards are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix A.

5.5 Switched Access Usage.

VERIZON will provide SPRINT switched access usage records (AURs) in EMI Category 11 format for those UNEs which contain this switched access usage component. SPRINT agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

6. Intellectual Property Matters.

The Parties acknowledge that the determination of whether intellectual property rights are implicated by SPRINT's request to purchase a given UNE or Combination can vary greatly depending upon the individual contract terms negotiated by the vendor and VERIZON. If co-extensive intellectual property rights are required for SPRINT to purchase such UNE or Combination, VERIZON shall use its best efforts to assist SPRINT in acquiring such rights. Any costs associated with acquiring such rights shall be allocated among SPRINT and all requesting carriers, including VERIZON, on a case-by-case basis. SPRINT shall abide by all reasonable vendor requirements in connection with the determination and procurement of such rights, including, without limitation, confidentiality and privity of contract requirements. To the extent that SPRINT intends to use an UNE or Combination in a manner that is different from how VERIZON uses UNEs or Combinations in its network, SPRINT shall be solely responsible for obtaining this right from the vendor.

7. Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line

splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

APPENDIX A TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT PRICES FOR UNBUNDLED NETWORK ELEMENTS

General. The rates contained in this Appendix A are the rates as defined in the UNE Attachment and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine VERIZON's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered VERIZON costs (including VERIZON's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. VERIZON will offer unbundled loops and ports under the following conditions:

Interim Universal Service Support Charge. It is VERIZON's position that VERIZON's current intraLATA toll rates include implicit subsidies that support below-cost prices for other services and thus promote universal service. This universal service support is lost where a CLEC resells VERIZON's local service but does not resell VERIZON's intraLATA toll service. For this reason, VERIZON contends it should not be required to resell basic exchange residential or business services unless SPRINT pays the monthly interim universal service support charge set forth in Appendix A. VERIZON believes that this interim surcharge is required by state and federal law. The lawfulness of VERIZON's interim surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that VERIZON will offer for resale basic exchange residential and business services at the avoided cost discount rate set forth in Appendix A without the interim surcharge, but subject to the following terms and conditions:

- A. SPRINT agrees that, if an order by the Commission or a court of competent jurisdiction affirming VERIZON's interim surcharge is issued during the term of this Agreement, Sprint shall, within thirty (30) days after the effective date of such order (i) begin paying the monthly interim surcharge in accord with Appendix C, and (ii) make a lump sum payment to VERIZON of the total interim surcharges retroactive to the effective date of this Agreement. VERIZON further expressly reserves its right to seek retroactive true-up from Sprint of such interim surcharges under this Agreement in the event the Commission or a court of competent jurisdiction issues an order affirming VERIZON's interim surcharge after the expiration of this Agreement.
- B. Notwithstanding any provision in this Agreement, VERIZON reserves the right to, at its sole discretion and at any time, seek injunctive or other relief (i) requiring SPRINT to pay VERIZON's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair VERIZON from seeking injunctive relief or any other remedy at any time and in any court regarding VERIZON's interim surcharge or the Commission's rejection or modification of VERIZON's interim surcharge.

Loop Elements	VERIZON	AT&T
2 Wire Analog Loop (inclusive of NID)	\$ 28.39	16.81
4 Wire Analog Loop (inclusive of NID)	\$ 40.15	31.85
2 Wire Digital Loop (inclusive of NID)	\$ 28.39	16.81
4 Wire Digital Loop (inclusive of NID)	\$ 40.15	31.85
DS-1 Loop	\$ 97.98	
DS-3 Loop	\$1,345.90	
Type C Conditioning	\$ 2.72	
Type C Improved Conditioning	\$ 67.16	
Type DA Conditioning	\$ 3.76	

Supplemental Features:

ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	\$ 25.00

Subloop

2-Wire Feeder	\$ 9.43
2-Wire Distribution	\$ 17.51
4-Wire Feeder	\$ 13.55
4-Wire Distribution	\$ 25.16
2-Wire Drop	\$ 3.50
4-Wire Drop	\$ 5.03
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID	\$ 1.45
Complex (12 x) NID	\$ 1.10

Port and Switching Elements

		VERIZON	
AT&T			
Ports	Basic Analog Line Side Port	\$ 4.96	4.58
	Coin Line Side Port	\$ 22.75	
	ISDN BRI Digital Line Side Port	\$ 30.49	
	DS-1 Digital Trunk Side Port	\$ 172.18	54.67
	ISDN PRI Digital Trunk Side Port	\$ 603.15	
Vertical Features		See Attached List	
Usage Charges (must purchase Port)			
	Local Central Office Switching	\$0.0068413	.0036286
	Shared Transport		
	Transport Termination	\$0.0002092	.0002047
	Transport Facility per mile	\$0.0000266	.0000155
	Tandem Switching	\$0.0048870	.0015000
	Terminating to Originating Ratio	1.00	
	Assumed Minutes	TBD	
Operator and Directory Assistance Services (OS/DA)			
	National DA	\$0.5500000	
	DA	\$0.4500000	
	Mechanized Operator Calling Card	\$0.0890000	
	Live Operator	\$0.4490000	
	Originating Line Number Screening	\$0.0180000	
	Call Detail Record	\$0.0200000	

Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000

Transport Elements

CLEC Dedicated Transport		
CDT 2 Wire	\$ 27.80	30.17
CDT 4 Wire	\$ 39.65	39.53
CDT DS1	\$ 190.26	171.37
CDT DS3 (Optical Interface)	\$1,125.00	
CDT DS3 (Electrical Interface)	\$1,500.00	738.50
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$ 0.40	3.81
IDT DS0 Transport Termination	\$ 3.18	
IDT DS1 Transport Facility per ALM	\$ 9.71	.95
IDT DS1 Transport Termination	\$ 76.29	37.97
IDT DS3 Transport Facility per ALM	\$ 271.93	22.62
IDT DS3 Transport Termination	\$ 526.72	344.54
Multiplexing		
DS1 to Voice Multiplexing	\$ 123.74	262.85
DS3 to DS1 Multiplexing	\$ 477.63	373.55
DS1 Clear Channel Capability	\$ 25.00	

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops		
Dark Fiber Loop	\$ 51.64	
Dark Fiber Subloop - Feeder	\$ 40.90	
Dark Fiber Subloop - Distribution	\$ 10.74	
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT -Facility	\$ 19.08	
Dark Fiber IDT -Termination	\$ 4.88	

Packet Switching	BFR
Call Related Database	BFR
Service Management System	BFR
OSS	BFR

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus:

UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, VERIZON will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. VERIZON reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If SPRINT does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, VERIZON will bill the CLEC for OS/DA calls at a market-based ICB rate pending SPRINT's completion of a separate OS/DA agreement.

Universal Service Support Surcharge

Per Loop	\$ 11.73
Per Port	\$ 11.73

CALIFORNIA UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES (Subject to Availability)		VERIZON	AT&T
Three Way Calling	\$/Feature/Month	\$2.30	\$0.65
Call Forwarding Variable	\$/Feature/Month	\$0.63	
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.38	
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.64	
Call Waiting	\$/Feature/Month	\$0.15	\$0.02
Cancel Call Waiting	\$/Feature/Month	\$0.07	\$0.01
Automatic Callback	\$/Feature/Month	\$0.75	\$0.04
Automatic Recall	\$/Feature/Month	\$0.41	
Calling Number Delivery	\$/Feature/Month	\$1.29	
Calling Number Delivery Blocking	\$/Feature/Month	\$0.18	
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.63	\$0.01
Customer Originated Trace	\$/Feature/Month	\$0.22	\$0.04
Selective Call Rejection	\$/Feature/Month	\$0.97	
Selective Call Forwarding	\$/Feature/Month	\$0.91	
Selective Call Acceptance	\$/Feature/Month	\$0.89	
Call Forwarding Variable CTX	\$/Feature/Month	\$0.57	
Call Forwarding Incoming Only	\$/Feature/Month	\$0.46	
Call Forwarding Within Group Only	\$/Feature/Month	\$0.38	
Call Forwarding Busy Line	\$/Feature/Month	\$0.55	
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.57	
Remote Call Forward	\$/Feature/Month	\$4.23	\$2.73
Call Waiting Originating	\$/Feature/Month	\$0.15	
Call Waiting Terminating	\$/Feature/Month	\$0.16	
Cancel Call Waiting CTX	\$/Feature/Month	\$0.02	
Three Way Calling CTX	\$/Feature/Month	\$2.33	
Call Transfer Individual All Calls	\$/Feature/Month	\$0.55	
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.39	
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.42	
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.56	
Direct Connect	\$/Feature/Month	\$0.25	
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.22	

VERTICAL FEATURES (Subject to Availability)		VERIZON	AT&T
Call Hold	\$/Feature/Month	\$0.32	
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$2.38	\$0.17
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$2.36	\$0.17
Toll Restricted Service	\$/Feature/Month	\$0.56	
Call Pick-up	\$/Feature/Month	\$0.18	
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.07	
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.23	
Special Intercept Announcements	\$/Feature/Month	\$16.62	
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$2.29	
Station Message Detail Recording	\$/Feature/Month	\$0.72	
Station Message Detail Recording to Premises	\$/Feature/Month	\$2.55	
Fixed Night Service - Key	\$/Feature/Month	\$2.72	
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$1.55	
Attendant Busy Line Verification	\$/Feature/Month	\$3.35	
Control of Facilities	\$/Feature/Month	\$0.20	
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.60	
Attendant Conference	\$/Feature/Month	\$9.81	
Circular Hunting	\$/Feature/Month	\$0.10	
Preferential Multiline Hunting	\$/Feature/Month	\$0.09	
Uniform Call Distribution	\$/Feature/Month	\$0.18	
Stop Hunt Key	\$/Feature/Month	\$0.16	
Make Busy Key	\$/Feature/Month	\$6.09	
Queuing	\$/Feature/Month	\$1.16	
Automatic Route Selection	\$/Feature/Month	\$1.41	
Facility Restriction Level	\$/Feature/Month	\$0.56	
Expansive Route Warning Tone	\$/Feature/Month	\$0.07	
Time-of-Day Routing Control	\$/Feature/Month	\$1.45	
Foreign Exchange Facilities	\$/Feature/Month	\$6.47	
Anonymous Call Rejection	\$/Feature/Month	\$5.28	
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$11.15	
Basic Business Group CTX	\$/Feature/Month	\$0.50	
Basic Business Group DOD	\$/Feature/Month	\$0.14	
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.25	

VERTICAL FEATURES (Subject to Availability)		VERIZON	AT&T
Basic Business Group DID	\$/Feature/Month	\$0.01	
Business Set Group Intercom All Calls	\$/Feature/Month	\$6.44	
Dial Call Waiting	\$/Feature/Month	\$0.25	
Loudspeaker Paging	\$/Feature/Month	\$5.68	
Recorded Telephone Dictation	\$/Feature/Month	\$9.36	
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$1.02	
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.86	
Teen Service	\$/Feature/Month	\$0.05	
Bg - Automatic Call Back	\$/Feature/Month	\$0.45	\$0.13
Voice/Data Protection	\$/Feature/Month	\$0.05	
Authorization Codes for Afr	\$/Feature/Month	\$0.17	
Account Codes for Afr	\$/Feature/Month	\$0.55	
Code Restriction Diversion	\$/Feature/Month	\$0.65	
Code Calling	\$/Feature/Month	\$9.00	
Meet-Me Conference	\$/Feature/Month	\$19.57	
Call Park	\$/Feature/Month	\$0.26	
Executive Busy Override	\$/Feature/Month	\$0.22	
Last Number Redial	\$/Feature/Month	\$0.36	\$0.04
Direct Inward System Access	\$/Feature/Month	\$0.02	
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.25	
Bg - Speed Calling Shared	\$/Feature/Month	\$0.02	
Attendant Recall from Satellite	\$/Feature/Month	\$4.55	
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.03	
Business Set - Call Pick-up	\$/Feature/Month	\$0.07	
Authorization Code for Mdr	\$/Feature/Month	\$0.25	
Locked Loop Operation	\$/Feature/Month	\$0.25	
Attendant Position Busy	\$/Feature/Month	\$6.62	
Two-Way Splitting	\$/Feature/Month	\$0.89	
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.84	\$0.12
Business Group Call Waiting	\$/Feature/Month	\$0.25	
Music on Hold	\$/Feature/Month	\$2.42	
Automatic Alternate Routing	\$/Feature/Month	\$2.08	
DTMF Dialing	\$/Feature/Month	\$0.25	

VERTICAL FEATURES (Subject to Availability)		VERIZON	AT&T
BG DTMF Dialing	\$/Feature/Month	\$0.25	
Business Set Access to Paging	\$/Feature/Month	\$2.93	
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.90	
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.73	
Direct Inward Dialing	\$/Feature/Month	\$8.73	
Customer Dialed Account Recording	\$/Feature/Month	\$1.42	
Deluxe Automatic Route Selection	\$/Feature/Month	\$3.36	
MDC Attendant Console	\$/Feature/Month	\$104.65	
Warm Line	\$/Feature/Month	\$0.25	
Calling Name Delivery	\$/Feature/Month	\$0.25	
Call Forwarding Enhancements	\$/Feature/Month	\$0.25	
Caller ID Name and Number	\$/Feature/Month	\$1.16	
InContact	\$/Feature/Month	\$1.68	
Call Waiting ID	\$/Feature/Month	\$0.25	
Att'd ID on Incoming Calls	\$/Feature/Month	\$0.46	
Privacy Release	\$/Feature/Month	\$0.25	
Display Calling Number	\$/Feature/Month	\$0.25	
Six-Port Conference	\$/Feature/Month	\$5.61	
Business Set Call Back Queuing	\$/Feature/Month	\$0.25	
ISDN Code Calling - Answer	\$/Feature/Month	\$0.25	
Att'd Call Park	\$/Feature/Month	\$0.25	
Att'd Autodial	\$/Feature/Month	\$0.25	
Att'd Speed Calling	\$/Feature/Month	\$0.25	
Att'd Console Test	\$/Feature/Month	\$0.25	
Att'd Delayed Operation	\$/Feature/Month	\$0.25	
Att'd Lockout	\$/Feature/Month	\$0.25	
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.25	
Att'd Secrecy	\$/Feature/Month	\$0.25	
Att'd Wildcard Key	\$/Feature/Month	\$0.25	
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.25	
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.25	
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$0.25	
Att'd Display of Queued Calls	\$/Feature/Month	\$0.25	

VERTICAL FEATURES (Subject to Availability)		VERIZON	AT&T
Att'd Interposition Transfer	\$/Feature/Month	\$0.25	
Att'd Automatic Recall	\$/Feature/Month	\$0.25	

**APPENDIX A-1 TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
PRICES FOR UNBUNDLED NETWORK ELEMENTS (NON-RECURRING CHARGES)**

LOCAL WHOLESALE SERVICES	Ordering	Ordering	Provisioning	
	100%	Semi-	Initial	Add'l
	Manual	Mech.	Unit	Unit

UNBUNDLED LOOP

Exchange - Basic - Initial	\$ 38.75	\$ 27.60	\$ 42.17	\$ 38.81
Exchange - Basic - Subsequent	\$ 17.44	\$ 12.55	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 40.56	\$ 25.03	\$ 107.58	\$ 26.61
Exchange - Complex Nondigital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 40.56	\$ 25.03	\$ 96.76	\$ 26.53
Exchange - Complex Digital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Advanced - Basic - Initial	\$ 36.18	\$ 25.03	\$ 573.73	\$ 202.79
Advanced - Complex - Initial	\$ 40.56	\$ 25.03	\$ 569.13	\$ 303.39

UNBUNDLED PORT

Exchange - Basic - Initial	\$ 33.04	\$ 21.89	\$ 31.29	\$ 29.38
Exchange - Basic - Subsequent (Port Feature)	\$ 19.78	\$ 14.89	\$ 1.14	\$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	\$ 19.78	\$ 14.89	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 43.54	\$ 28.01	\$ 75.32	\$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 6.23	\$ 6.23
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ -
Exchange - Complex Nondigital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 43.54	\$ 28.01	\$ 29.72	\$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 5.45	\$ 5.45
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ -
Exchange - Complex Digital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53

Advanced - Basic - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Basic - Subsequent	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD

UNBUNDLED NID

Exchange - Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
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SUBLOOP

Exchange - Basic - Initial	TBD	TBD	TBD	TBD
Exchange - Complex Digital - Initial	TBD	TBD	TBD	TBD
Inside Wire	BFR	BFR	BFR	BFR

DARK FIBER

Service Inquiry Charge	TBD	TBD	TBD	TBD
Initial Service Order	TBD	TBD	TBD	TBD
Connection Charge	TBD	TBD	TBD	TBD

ENHANCED EXTENDED LINK

Initial Service Order - Advanced/Special-Complex	TBD	TBD	TBD	TBD
EEL Changeover Charge	TBD	TBD	TBD	TBD
EEL Subsequent Order	TBD	TBD	TBD	TBD

LOOP CONDITIONING

(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$ 318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$ 249.91	\$ -
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$ 568.62	\$ 34.88
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD

Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD

UNE PLATFORM

Advanced - Basic - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Exchange - Basic - Initial	TBD	TBD	TBD	TBD
Exchange - Complex Nondigital - Initial	TBD	TBD	TBD	TBD
Exchange - Complex Digital - Initial	TBD	TBD	TBD	TBD
Advanced - Basic - Subsequent	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD
Exchange - Basic - Subsequent	TBD	TBD	TBD	TBD
Exchange - Complex Nondigital - Subsequent	TBD	TBD	TBD	TBD
Exchange - Complex Digital - Subsequent	TBD	TBD	TBD	TBD
UNE-P Changeover Charge	TBD	TBD	TBD	TBD

DEDICATED TRANSPORT

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$ 428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$ 105.04	\$ 72.56	\$ 584.49	N/A
Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$ 237.67	\$ 205.19	\$ 568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$ 213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A

SIGNALING SYSTEM 7 (SS7) (cont'd)

Trunks Only - Initial	\$ 126.13	\$ 93.65	\$ 505.41	N/A
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Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$ 202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$ 237.67	\$ 205.19	\$ 438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$ 390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$ 105.04	\$ 72.56	\$ 515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

COORDINATED CONVERSIONS

Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

HOT-CUT COORDINATED CONVERSIONS

(Only available for 2-wire analog loops)

Exchange - Standard Interval - Per Hour	\$ 108.80	\$ 108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
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EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$ 166.32	\$ 166.32	N/A	N/A

[REDACTED]

PACKET SWITCHING	TBD	TBD	TBD	TBD
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CALL RELATED DATABASE	TBD	TBD	TBD	TBD
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SERVICE MANAGEMENT SYSTEM	TBD	TBD	TBD	TBD
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OSS	TBD	TBD	TBD	TBD
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Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that SPRINT orders any service from this Agreement.

Customer Record Search applies when SPRINT requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests VERIZON to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if SPRINT requests service prior to the standard due date intervals and the expedite request can be met by VERIZON.

Coordinated Conversion applies if SPRINT requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if SPRINT requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

**APPENDIX B TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED ELEMENTS**

1. This Appendix describes the compensation terms that apply for exchanging local, intraLATA, toll and interexchange traffic when SPRINT uses VERIZON-provided unbundled ports, local switching and shared transport to provide service to SPRINT's end-users. Reciprocal compensation does not apply in a resale environment.
2. Compensation for SPRINT's Purchase of VERIZON's unbundled local switching.
 - 2.1 For local intra-switch calls between lines connected to VERIZON's switch where SPRINT has purchased VERIZON's unbundled local switching, the Parties agree to impose no call termination charges on each other. VERIZON's local switching charge will apply as described below where the call is:
 - 2.1.1 Originated by SPRINT's customer using VERIZON's unbundled local switching and completed to a VERIZON customer:
 - 2.1.1.1 (For use of the local switch): local switching charge the originating office will apply to SPRINT.
 - 2.1.2 Originated by SPRINT's customer using VERIZON's unbundled local switching and completed to the customer of a third party LEC (not affiliated with SPRINT) using VERIZON's unbundled local switching.
 - 2.1.2.1 (For use of the local switch): local switching charge at the originating office will apply to SPRINT.
 - 2.1.3 Originated by SPRINT's customer using VERIZON's unbundled local switching and completed to another SPRINT's customer using VERIZON's unbundled local switching.
 - 2.1.3.1 (For use of the local switch): local switching charge at the originating office will apply to SPRINT.
 - 2.1.4 Originated by a VERIZON customer and terminated to SPRINT's customer using VERIZON's unbundled local switching.
 - 2.1.4.1 No local switching charge will apply to SPRINT.
 - 2.1.5 Originated by the customer of a third-party LEC (not affiliated with SPRINT) using VERIZON's unbundled local switching and terminated to SPRINT's customers using VERIZON's unbundled local switching.
 - 2.1.5.1 No local switching charge will apply to SPRINT.
 - 2.2 For local inter-switch calls where SPRINT has purchased VERIZON's unbundled local switching. VERIZON's charges will apply to CLEC as described below where the call is:
 - 2.2.1 Originated from SPRINT's end-user customer using VERIZON's unbundled local switching and completed to a VERIZON customer:
 - 2.2.1.1 (For use of the local switch): local switching charge at the originating office.

- 2.2.1.2 A mileage-based transport charge will apply when SPRINT uses VERIZON's transport.
- 2.2.1.3 Tandem Switching, if applicable.
- 2.2.1.4 (For call termination): Charges for local interconnection/call termination, when applicable
- 2.2.2 Originated from SPRINT's customer using VERIZON's unbundled local switching and completed to a third-party LEC (not affiliated with SPRINT) customer using VERIZON's unbundled local switching.
 - 2.2.2.1 (For use of the local switch): local switching charge at the originating office.
 - 2.2.2.2 A mileage-based transport charge will apply when SPRINT uses VERIZON's transport.
 - 2.2.2.3 Tandem Switching, if applicable.
- 2.2.3 Originated from SPRINT's customer using VERIZON's unbundled local switching and completed to the interconnected network of a third-party LEC (not affiliated with SPRINT).
 - 2.2.3.1 (For use of the local switch): local switching charge at the originating office.
 - 2.2.3.2 A mileage-based transport charge will apply when SPRINT uses VERIZON's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - 2.2.3.3 Tandem Switching, if applicable.
- 2.2.4 Originated from SPRINT's customer using VERIZON's unbundled local switching and completed to SPRINT's customer using VERIZON's unbundled local switching.
 - 2.2.4.1 (For use of the local switch): local switching charge at the originating office.
 - 2.2.4.2 A mileage-based transport charge will apply when SPRINT uses VERIZON's transport.
 - 2.2.4.3 Tandem Switching, if applicable.
 - 2.2.4.4 (For use of the local switch): Local switching charge at the terminating office.
- 2.2.5 Originated by a VERIZON customer and terminated to SPRINT's customer using VERIZON's unbundled local switching.
 - 2.2.5.1 (For use at local switch): local switching charge at the terminating office.
 - 2.2.5.2 (For call termination): SPRINT shall charge VERIZON for local interconnection/call termination, when applicable.

- 2.2.6 Originated by a customer of a third-party LEC using VERIZON's unbundled local switching and terminated to SPRINT's customer using VERIZON's unbundled local switching.
 - 2.2.6.1 (For use of the local switch): local switching charge at the terminating office.
- 2.2.7 Originated by a customer of the interconnected network of a third-party LEC and terminated to SPRINT's customers using VERIZON's unbundled local switching.
 - 2.2.7.1 (For use of the local switch): local switching charge at the terminating office.
- 2.3 For intraLATA toll calls where SPRINT has purchased VERIZON's unbundled local switching, charges shall apply as follows:
 - 2.3.1 Originated by SPRINT's customer and completed to a VERIZON customer:
 - 2.3.1.1 (For use of the local switch): local switching charge at the originating office.
 - 2.3.1.2 Shared transport charge between the two offices will apply when SPRINT uses VERIZON's transport.
 - 2.3.1.3 Tandem Switching, if applicable.
 - 2.3.1.4 (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
 - 2.3.2 Originated by SPRINT's customer and completed to the customer of a third-party LEC using VERIZON's unbundled local switching in a distant end office.
 - 2.3.2.1 (For use of the local switch): local switching charge at the originating office.
 - 2.3.2.2 Shared transport charge between the two offices will apply when SPRINT uses VERIZON's transport.
 - 2.3.2.3 Tandem Switching, if applicable.
 - 2.3.3 Originated by SPRINT's customer and completed to the network of a third-party LEC interconnected with VERIZON's network.
 - 2.3.3.1 (For use of the local switch): local switching charge at the originating office.
 - 2.3.3.2 Common transport charge will apply when SPRINT uses VERIZON's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - 2.3.3.3 Tandem Switching, where applicable.
 - 2.3.4 Originated by SPRINT's customer and completed by another of SPRINT's customers being served through VERIZON's unbundled local switching in a distant office.

- 2.3.4.1 (For use of the local switch): local switching charge at the originating office.
- 2.3.4.2 Shared transport charge between the two offices will apply when SPRINT uses VERIZON's transport.
- 2.3.4.3 Tandem Switching, if applicable.
- 2.3.4.4 (For use of the local switch): local switching charge at the terminating office.
- 2.3.5 Originated by a VERIZON customer and terminated to SPRINT's customer using VERIZON's unbundled local switching.
 - 2.3.5.1 (For use of the local switch): local switching charge at the terminating office.
 - 2.3.5.2 (For call termination): SPRINT will charge VERIZON local switching at the terminating office.
- 2.3.6 Originated by a customer of a third-party LEC (not affiliated with SPRINT) using VERIZON's unbundled local switching in a distant end office and terminated to SPRINT's customers using VERIZON's unbundled local switching.
 - 2.3.6.1 (For use of the local switch): local switching charge at the terminating office.
- 2.3.7 Originated by a customer of the network of a third-party LEC interconnected with VERIZON's network and terminated to SPRINT's customers using VERIZON's unbundled local switching.
 - 2.3.7.1 (For use of the local switch): local switching charge at the terminating office.
- 2.4 For intrastate Switched Access calls where SPRINT is using VERIZON's unbundled local switching for calls originated from or terminated to an IXC for completion:
 - 2.4.1 For calls originated from SPRINT's customer to an IXC switch for completion.
 - 2.4.1.1 (For use of the local switch): local switching charge at the office.
 - 2.4.1.2 Shared Transport;
 - 2.4.1.3 Tandem Switching
 - 2.4.2 For calls terminating to SPRINT's end-user customer from an IXC switch for completion.
 - 2.4.2.1 (For use of the local switch): local switching charge at the terminating office.
 - 2.4.2.2 Shared Transport;
 - 2.4.2.3 Tandem Switching

- 2.5 For interstate Switched Access calls where SPRINT is using VERIZON's unbundled local switching for calls originated from or terminated to an IXC for completion:
 - 2.5.1 For calls originated from SPRINT's customer to an IXC switch for completion.
 - 2.5.1.1 (For use of the local switch): local switching charge at the originating office.
 - 2.5.1.2 Shared Transport;
 - 2.5.1.3 Tandem Switching
 - 2.5.2 For calls terminating to SPRINT's customer from an IXC switch for completion:
 - 2.5.2.1 (For use of the local switch): local switching charge at the terminating office.
 - 2.5.2.2 Shared Transport;
 - 2.5.2.3 Tandem Switching
- 3. Unbundled local switching will be billed on a per minute of use basis and applied to all originating and interswitch terminating traffic, including, but not limited to local, toll, operator services, directory assistance, 911/E-911, 500, 700, 800/888, 900, 950, 976, busy calls, no answer, incomplete. Where non-conversation time cannot be measured, the parties will mutually agree on the appropriate measure and charge. Where measurement of terminating local switching minutes is not available, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes.

APPENDIX C TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT LINESHARING

1. General.

- 1.1 Description of Service. The Administrative Law Judge's Ruling on Line Sharing issued on May 26, 2000 in Rulemaking 93-04-003 and Investigation 93-04-002 (the "ALJ Ruling") required VERIZON (then known as "GTE") to make the Line Sharing UNE service offering under the terms and conditions set forth in this Appendix C. For purposes of this Agreement, line sharing is access to the high frequency portion of the loop network element, which is defined as the frequency range above the voiceband on a copper loop facility that is being used by VERIZON to carry analog circuit-switched voiceband transmissions. VERIZON shall provide line sharing to the SPRINT on a nondiscriminatory basis for use only in the provision of telecommunications service in accordance with, and subject to, the terms and conditions of this Agreement and Applicable Law.
- 1.2 Basic Requirements. The following requirements shall serve as conditions to VERIZON's obligation to provide line sharing hereunder:
 - 1.2.1 Line sharing will be permitted for any ADSL or voice compatible xDSL ("DSL") technologies that do not significantly degrade other advanced services or traditional voice band services, including without limitation Asymmetric Digital Subscriber Line ("ADSL"), Rate-Adaptive ADSL, and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become available, the parties will address their possible deployment, consistent with the requirements of FCC Rules 51.230, 51.233 and paragraphs 201-205 of the Line Sharing Order. The DSL technology used by SPRINT will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.
 - 1.2.2 VERIZON provides retail analog circuit switched voice band service ("Voice Service") on the loop to the same end-user for which SPRINT provides the DSL line sharing service. If VERIZON discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable Law, VERIZON shall provide notice to SPRINT via e-mail that the Voice Service will be discontinued. Within three (3) business days after such notice, SPRINT may notify VERIZON via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If SPRINT fails to make an affirmative election during said three (3) business day period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation without interruption (except for momentary interruptions as described in the ALJ Ruling) of such DSL service without line sharing.
 - 1.2.3 VERIZON shall be restricted from decommissioning a copper loop when to do so unreasonably eliminates SPRINT's ability to offer, or to continue to provide, xDSL service. For existing end-users with line sharing DSL service, VERIZON shall provide no less than three (3) business days notice to SPRINT via e-mail that it intends to decommission the line shared copper loop. During such three (3) business day period, SPRINT shall notify VERIZON via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If SPRINT fails to make an affirmative election during said three (3) business day

period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation without interruption (except for momentary interruptions as described in the ALJ Ruling) of such DSL service without line sharing.

1.3 Availability. Provided that the requirements of this Agreement are met, line sharing shall be available under the following circumstances:

- 1.3.1 The end-user has Voice Service from VERIZON and wishes to add DSL service from SPRINT.
- 1.3.2 The end-user has Voice Service and DSL service from VERIZON and wishes to convert the DSL service to SPRINT.
- 1.3.3 The end-user wishes to establish both new Voice Service from VERIZON and new DSL service from SPRINT, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.
- 1.3.4 The end-user has Voice Service from VERIZON and DSL service from another competitive local exchange carrier and wishes to convert the DSL service to SPRINT.

At this time, line sharing will not be available where the end-user has had its Voice Service number ported out to another local service provider either through interim number portability or long-term local number portability. In addition, VERIZON shall not provide line sharing to more than one competitive local exchange carrier per loop. Subject to the reservation of rights and limitations set forth in Section 1.4, VERIZON shall abide by the requirements of orders rendered in the Interim Arbitration, Line Sharing Phase of the Commission's OANAD proceeding (Rulemaking (R.) 93-04-003/Investigation (I.) 93-04-002) regarding the provisioning of line sharing over the UNE platform.

1.4 Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of the ALJ Ruling, orders rendered in the Interim Arbitration, Line Sharing Phase of the Commission's OANAD proceeding, FCC Rule 51.319, the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or continue to assert that certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Agreement from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (e) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; and (f) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(e) above or any other actions. SPRINT further reserves the right to seek to have this Appendix be construed and interpreted to enable SPRINT to offer the broadest possible array of advanced services to consumers

in the State of California. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

- 1.5 Further Assurances. The Parties understand that both industry and VERIZON standards and processes applicable to line sharing, including, without limitation, loop qualification, ordering provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes and to document the same for purposes of this Agreement, as necessary and appropriate.
- 1.6 Customer Education. VERIZON and SPRINT shall make end-users aware of the following conditions and requirements:
 - 1.6.1 The end-user should call VERIZON for problems related to its Voice Service. The end-user should call its SPRINT contact for problems related to its DSL service.
 - 1.6.2 The end-user's line shared DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the end-user may also be unable to use DSL services for some period of time.
 - 1.6.3 Subject to the requirements of Sections 1.2(b) and (c), end-users will not be able to use SPRINT line shared DSL services if VERIZON Voice Services on the shared line are cancelled or terminated for any reason.

2. Operations Matters.

- 2.1 Copper Network. Except as otherwise provided in Section 2.2, VERIZON shall provide line sharing to SPRINT utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in VERIZON's serving wire center that is jumpered and cross-connected to a SPRINT collocation arrangement located in said serving wire center. At the serving wire center, VERIZON shall connect the line to a SPRINT tie cable via a VERIZON-provided jumper; provided, however, that SPRINT must first have obtained said tie cable from VERIZON to connect to SPRINT's collocation arrangement.
- 2.2 Fiber-Fed DLC Network. VERIZON shall provide line sharing to SPRINT over Digital Loop Carrier ("DLC") to the extent required pursuant to Applicable Law, including the orders rendered in the Interim Arbitration, Line Sharing Phase of the OANAD proceeding, and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the end-user customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with fiber-fed DLC equipment installed).
- 2.3 Splitter Options. To utilize line sharing, SPRINT must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) in the central office that serves the end-user of the shared line. SPRINT may obtain access to said splitter via the following options. Prior to June 6, 2000, VERIZON shall equip central offices with a VERIZON-owned splitter as described in Option No. 2 below. SPRINT agrees to use this configuration for initial line sharing in the central offices that VERIZON commits to have fully operational on or before June 6, 2000 (assuming that unforeseen delays in the availability of necessary equipment and/or labor, or other circumstances beyond

VERIZON's control, do not occur) as set forth on Exhibit 1 attached hereto. For those central offices that VERIZON cannot commit to have fully operational with a VERIZON-owned splitter on or before June 6, 2000, SPRINT may choose to deploy its own splitter as described in Option No. 1 below. VERIZON shall provide SPRINT with written notice in the event that Exhibit 1 needs to be revised due to unforeseen delays or other circumstances beyond VERIZON's reasonable control. For any central office in which SPRINT chooses to install its own splitter, VERIZON agrees to install any additional tie cables required by SPRINT, in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable VERIZON tariffs. Notwithstanding anything to the contrary herein, any splitter installed by SPRINT or VERIZON shall: (1) comply with ANSI T1E1 standards and VERIZON NEBS policy for collocators; (2) employ DC blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance.

- 2.3.1 Option No. 1: CLEC Owned Splitter Located in the Collocation Arrangement of SPRINT. SPRINT may choose to obtain the splitter directly and place the splitter in its collocation arrangement. SPRINT shall purchase and own the splitter. Under this option, both the non-SPRINT voice traffic and the SPRINT-provided DSL services will arrive at the SPRINT collocation arrangement via a tie cable obtained from VERIZON. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the DSL traffic. SPRINT will retain the DSL traffic and will return the voice traffic to VERIZON, over a separate CLEC tie pair assignment.
- 2.3.2 Option No. 2: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by VERIZON. SPRINT may choose to have VERIZON purchase and own the splitter and locate the splitter in an area in the serving wire center to which SPRINT does not have access (e.g., on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at VERIZON's discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. In this scenario, SPRINT shall obtain the splitter functionality on an individual "port-at-a-time" basis. VERIZON shall perform all maintenance and repair work (as detailed further below in Section 2.11). SPRINT shall receive its DSL traffic via a tie cable obtained from VERIZON, running from the main distribution frame to the splitter and then from the splitter to SPRINT's collocation arrangement. Under this Option, VERIZON shall provide to SPRINT loop and splitter functionality that is compatible with any transmission technology that SPRINT seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to FCC Rule 51.230.
- 2.3.3 Option No. 3: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by VERIZON Via Virtual Collocation. VERIZON shall offer SPRINT an additional option under which it may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving wire center to which SPRINT does not have access. In this scenario, SPRINT shall obtain the splitter functionality on a "shelf at-a-time" basis. VERIZON shall perform all maintenance and repair work. SPRINT shall receive its DSL traffic via a tie cable obtained from VERIZON, running from the main distribution frame to the virtually collocated splitter and then from the splitter to SPRINT's collocation arrangement. VERIZON shall offer SPRINT virtual collocation under this Option in accordance with the terms of the VERIZON federal collocation tariff (FCC Tariff No. 1), provided, however, that for purposes

of this Agreement, the Parties shall treat the tariff rates applied to the virtual collocation of a splitter as interim, and subject to true-up, in accordance with the terms outlined in Section 3.1. During the sixty (60) day period following the effective date of this Appendix, the Parties agree to cooperate in the negotiation and development of any terms necessary to implement virtual collocation for line sharing. Any interim rates established pursuant to such negotiation shall be subject to true-up in accordance with the terms outlined in Section 3.1.

- 2.4 Collocation. VERIZON will revise collocation applications to include requests for information regarding line sharing equipment. SPRINT will specify its requirements for line sharing on the collocation application for that central office. If SPRINT's collocation application is accepted, VERIZON will make the office ready for line sharing during the interval applicable to SPRINT's request for collocation. VERIZON shall complete the installation and provisioning of any tie cable ordered by CLEC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable VERIZON tariffs. VERIZON shall process all SPRINT applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable VERIZON tariffs.
- 2.5 Transport. VERIZON shall make available to SPRINT interoffice transport to transport its high frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center in accordance with, and subject to, the terms of this Agreement and/or applicable VERIZON tariffs.
- 2.6 End-User Premise Equipment. SPRINT must provide the end-user with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the end-user premise to receive separate Voice Services and DSL services across the same loop. SPRINT is also responsible for the installation and maintenance of such equipment. SPRINT shall determine the necessary customer premises equipment.
- 2.7 Pre-ordering. During pre-ordering, VERIZON shall provide CLEC with nondiscriminatory access to the Loop Makeup Information required by FCC Rule 51.319(g) including, but not limited to, the following:
- 2.7.1 The composition of the available loop material (including without limitation fiber optics and copper);
 - 2.7.2 The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);
 - 2.7.3 Loop length, including the segment length and location of each type of transmission media;
 - 2.7.4 Loop length by wire gauge; and
 - 2.7.5 The electrical parameters of the loop.

As of the effective date of this Appendix, VERIZON shall provide the above information via a WEB GUI. As soon as possible, VERIZON shall enable SPRINT to access all Loop Makeup Information available to itself or to its affiliates contained in any system,

database, or record consistent with the requirements set forth in the FCC Rules and Orders.

- 2.8 Ordering. As of the effective date of this Appendix, VERIZON shall enable SPRINT to perform all ordering functions via a real-time, electronic interface, as soon as possible after the interface becomes available. Until such time as a real-time, electronic interface is made available to SPRINT by VERIZON, VERIZON shall enable SPRINT to order line sharing, or the conditioning of lines, via a Web GUI. The Parties will cooperate in the development and deployment of these processes and systems to better facilitate line sharing.
- 2.9 Provisioning. VERIZON will work cooperatively with SPRINT to prioritize the order and timeframe in which VERIZON will complete deployment of POTS splitters and other equipment necessary to provision line sharing in VERIZON's offices where SPRINT is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Appendix becomes effective, for offices where SPRINT notifies VERIZON of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by VERIZON solely for wholesale capacity planning purposes. As soon as a central office has the splitter installed, VERIZON will begin accepting orders for lines served by that office. VERIZON will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (eleven (11) business days). The Parties acknowledge that these intervals are subject to change based on systems mechanization, changes in Applicable Law (including, without limitation new OSS requirements), order volumes and other agreed upon procedures that better facilitate line sharing, provided, however, that such intervals shall remain at parity with VERIZON's DSL retail provisioning intervals, as provided in Commission Docket R.9710-016 and I. 97-10-017.
- 2.10 Conditioning. *CLEC may order conditioning of shared lines, which may involve: (a) the removal of bridge taps, filter, extenders and load coils; (b) a line and station transfer; and/or (c) Digital Added Main Line (DAML) (consistent with the provisions of section 2.13 of this Agreement). VERIZON will perform loop conditioning if the loop loss for voice services is less than -8.0dB. Conditioning will not be provided in circumstances where such conditioning significantly degrades other advanced services or traditional voice band services as provided and described in FCC Rules 51.230, 51.233 and paragraphs 85, 86 and 201-205 of the Line Sharing Order.
- 2.11 Testing, Repair and Maintenance.
- 2.11.1 So that SPRINTs have nondiscriminatory access to the loop facility for testing, repair and maintenance, SPRINT shall have physical and remote test access to the test head, e.g. the physical loop test access point at the splitter, twenty-four hours a day, seven days a week. VERIZON shall provide CLECs with equivalent electronic access to any testing functionality which VERIZON and/or VERIZON's affiliates utilize to provide DSL services. For example, VERIZON will provide CLECs remote test access via its Wholesale Internet Service Engine ("WISE") website (<http://www.gte.com/wise>) 4-Tel loop testing mechanism. VERIZON is responsible for all testing of facilities and equipment terminated to its main distribution frame and SPRINT is responsible for all testing of facilities located within its collocation space. VERIZON reserves the right to seek access to SPRINT's collocation space to conduct reasonably necessary testing, repairs or maintenance when SPRINT owns the splitter, as provided under Option No. 1

of Section 2.3 above. For line sharing testing purposes (i.e., high frequency spectrum only), SPRINT's point of demarcation will be within the SPRINT's collocation space.

- 2.11.2 VERIZON will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premise and SPRINT demarcation point in the central office. SPRINT will be responsible for repairing its DSL services and any end user related DSL component at the end-user premise. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by SPRINT, VERIZON shall conduct any necessary repair work for line sharing on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with VERIZON's retail repair intervals, as provided in Commission Docket R. 97-10-016 and I. 97-10-017. VERIZON is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and SPRINT is responsible for all repair and maintenance of facilities located within its collocation space. Where VERIZON owns the splitter and does not provide SPRINT with access to the splitter, VERIZON shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with VERIZON's retail repair intervals, as provided in Commission Docket R. 97-10-016 and I. 97-10-017. Where SPRINT owns the splitter, SPRINT is responsible for performing maintenance, repair and testing on the splitter.C
- 2.11.3 VERIZON and SPRINT agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. VERIZON and SPRINTs will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, VERIZON and SPRINT will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where VERIZON has isolated a trouble with the Voice Service to be in SPRINT provided equipment, VERIZON shall notify SPRINT and SPRINT will be required to clear the trouble associated with the VERIZON lifeline voice services. Where such troubles are not cleared within 3 hours, VERIZON will strap-through the voice service on the VERIZON main distribution frame, isolating SPRINT equipment from the VERIZON loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. SPRINT is responsible for informing VERIZON of any life line data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by VERIZON.
- 2.11.4 VERIZON shall not consider installation of line-sharing to be complete until SPRINT has affirmatively accepted the installation. VERIZON shall test the high frequency portion of the loop for copper continuity and for pair balance prior to completing the installation. Once VERIZON completes such testing and obtains passing results, VERIZON shall inform CLEC that VERIZON believes the installation has been properly performed. At this point, SPRINT shall either accept the line without conducting its own testing, or shall conduct its own test of the line shared loop. If CLEC conducts its own testing and the results demonstrate that the line-shared loop is capable of being used to provide DSL services, CLEC shall accept the line-shared loop from VERIZON. If CLEC conducts its own testing and the results demonstrate that the line-shared loop is not capable of being used to provide DSL services, CLEC may refuse to accept

the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until the problem is resolved to the satisfaction of the Parties, the installation will be deemed by the parties to be an incomplete, failed installation.

- 2.12 End-Users with Burglar Alarm Systems. The Parties acknowledge that the high frequencies associated with DSL can cause interference with some burglar alarm systems, resulting in false alarms, or in some instances, impair the alarm system to the point that it becomes inoperative. To mitigate these issues, for DSL customers with burglar alarm systems, VERIZON generally takes the following preventive actions: (a) where the burglar alarm system interfaces the inside wiring of the customer premise via an RJ11 jack, VERIZON places a micro-filter between the burglar alarm dial-up unit and the inside wiring; and (b) where the burglar alarm system is "hard-wired" to the inside wiring at the customer premises, VERIZON places a splitter to isolate the high frequency data signals from the burglar alarm system dial-up unit. When SPRINT provides line sharing services to an end-user, SPRINT shall be required to inquire and to determine whether the end-user customer has a burglar alarm system. For customers with burglar alarm systems, SPRINT is responsible for taking the necessary preventive actions to ensure that the end-user's burglar alarm system remains operative and the high frequencies associated with line sharing services do not interfere with its operation.

- 2.13 DAML Removal. Upon SPRINT request, VERIZON shall be required to remove a Digital Added Main Line ("DAML") when the DAML is used to serve a single end-user and that end-user agrees to the removal. SPRINT shall be obligated to obtain consent from the end-user prior to requesting such DAML removal. Said consent shall evidence that the end-user knowingly and voluntarily agrees to the discontinuation of any and all services associated with the additional lines which shall be terminated as a result of such DAML removal. SPRINT is only obligated to obtain said consent so long as VERIZON obtains the same consent for its own end-users.

3. Financial Matters.

- 3.1 Interim Pricing. The rates and charges for line sharing services provided pursuant to this Agreement are set forth on Exhibit 2³. Notwithstanding anything in this Agreement to the contrary, these rates and charges are interim pending the outcome of the Commission's rate proceeding regarding line sharing in the OANAD proceeding. VERIZON asserts that VERIZON's interim pricing proposal does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, DAML removal, etc.). VERIZON will present these costs and seek recovery for them (including a retroactive true-up) in the OANAD line sharing phase. To the extent that the OANAD line sharing rates for VERIZON (the "OANAD Line Sharing Rates"), or the terms and conditions for application of the OANAD Line Sharing Rates, are different than specified in this Section, the OANAD Rates will be applied prospectively pending the issuance of a final, binding and non-appealable order. Upon the issuance of such an order, the OANAD Rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which the OANAD Line Sharing Rate order becomes final, binding and non-appealable. Such true-up

³ Collocation is a prerequisite to line sharing. SPRINT must first collocate digital subscriber line access multiplexer (DSLAM) equipment and splitters (under Option No. 1 described in Section 2.3) in VERIZON's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions of the Agreement and are separate from the interim line sharing rates and charges proposed herein.

payments, if any, shall also include interest computed at the prime rate of the Bank of America, NA in effect at the date of said order. VERIZON shall establish the memorandum accounts required by the ALJ Ruling.

- 3.2 Nonwaiver. The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain of the rates, charges or terms established in OANAD or any other proceeding (including, without limitation, the OANAD Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) VERIZON's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar VERIZON costs (including VERIZON's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges, including, without limitation, the matters described in Section 1.4; or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in the OANAD proceeding or in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the amendment to this Agreement regarding line sharing. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section 3.1. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledge that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.
- 3.3 Loop Costs. In developing its interim prices set forth in Section 3.1, VERIZON did not include any direct loop costs. VERIZON's pricing methodology, however, is premised on the assumption that VERIZON will be afforded an opportunity to recover all its actual costs -- including the total actual cost of the loop -- in prices for services and in explicit universal service support. If VERIZON cannot recover all its costs, then VERIZON's pricing methodology must change and VERIZON reserves the right to require such a change. Also, VERIZON does not agree with the FCC's UNE pricing rules, which do not allow prices to be based on an ILEC's actual costs or opportunity costs. The Court of Appeals for the Eighth Circuit is considering the substantive validity of the FCC's pricing rules, and VERIZON reserves its right to change its prices if the court stays, vacates, or modifies the FCC's rules.
- 3.4 Billing. Billing for line sharing will be handled via the VERIZON CBSS system, consistent with the billing for UNE loops.

Collocation is a prerequisite to line sharing. SPRINT must first collocate digital subscriber line access multiplexer (DSLAM) equipment and splitters (under Option No. 1 described in Section 2.3) in VERIZON's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions of the Agreement and are separate from the interim line sharing rates and charges proposed herein.

VERIZON CENTRAL OFFICE INITIAL SPLITTER DEPLOYMENT**California**

Alamitos	Aliso	Alondra
Apple Valley	Artesia	Baldwin Park
Banning	Beaumont	Bel Air
Bellflower	Blossom Hill	Bradley
Bundy Sm	Bushard	Calimesa
Camarillo	Carpinteria	Chino
Claremont	Clark	Conejo
Covina	Cucamonga	Del Amo
Del Rey	El Nido	Gilroy
Glendora	Goleta	Granada Hills
Hesperia	Huntington Beach	La Habra
La Puente	La Verne	Laguna Beach
Lancaster	Las Positas	Lompoc
Long Beach Main	Manhattan	Manteca
Maplegrove	Mar Vista	Montebello
Montecito	Morgan Hill	Murrieta
Newbury Park	Norwalk	Novato
Ontario Main	Pacific Palisades	Palm Desert
Palm Springs East	Palos Verdes	Perris
Pico	Pomona	Rancho Mirage
Redlands	Redondo	Rolling Hills
Rowland	San Bernardino	San Dimas
Santa Barbara	Santa Maria	Santa Monica
Santa Ynez	Sepulveda	Sierra Madre
Slater	Stadium	Sun City
Sunset	Termino	Thousand Oaks
University	Upland	Uptown
Valley View	Victorville	Walnut
Warner	West Los Angeles	Westminster
Westwood	Whittier South	Yucaipa

GTE CALIFORNIA INCORPORATED
EXHIBIT 2-LINE SHARING PRICING

Line Sharing Elements

Monthly Recurring Charges (MRCs)

Loop - Copper

Splitter

Collocation - Cross Connect (collocation area to MDF)

Conditioning (if requested)

**CLEC-Owned
Splitter**

\$	3.00	a
	-	b
	***	c
	1.50	d

**ILEC-Owned
Splitter**

\$	3.00	a
	5.00	k
	***	c
	1.50	d

Non-Recurring Charges (NRCs)

Service Order

Initial (Manual)

Add'l (Manual)

Initial (Semi-Mech)

Add'l (Semi-Mech)

\$	53.54	e
	3.47	f
	26.86	g
	3.47	h
	27.67	i
	17.02	i

\$	53.54	e
	3.47	f
	26.86	g
	3.47	h
	31.28	l
	21.15	m

Provisioning

Jumper Activity - Initial

Jumper Activity - Add'l

Notes

- a Final Arbitrator's Report, 6.22.
- b Splitter charge not applicable. CLEC owns and maintains splitter in own collocation area.
- c Prices for cross connect services are governed by the **CLEC's interconnection agreement with GTE. This is line sharing item, but according to Final Arbitrator's Report, will be subject to true-up. Two cross-connects are required for the CLEC-owned splitter configuration. One cross-connect is required for the ILEC-owned splitter configuration.
- d Source: Final Arbitrator's Report, 6.28. Also, GTE Tariff FCC No.1 (39th revised p.179).
- e GTE proposed charge of \$107.07 x 50% reduction from Final Arbitrator's Report, 6.27. Initial charge applicable initial line ordered for each end user.
- f GTE proposed charge of \$6.94 x 50% reduction from Final Arbitrator's Report, 6.27. Additional charge applies each additional line ordered for same end user at same location at same time.
- g GTE proposed charge of \$53.71 x 50% reduction from Final Arbitrator's Report, 6.27. Initial charge applicable initial line ordered for each end user.
- h GTE proposed charge of \$6.94 x 50% reduction from Final Arbitrator's Report, 6.27. Additional charge applies each additional line ordered for same end user at same location at same time.
- i Final Arbitrator's Report, 6.25. Two jumpers placed and one removed on initial install. Two jumpers disconnected and one placed upon disconnect. Applicable to initial line ordered for each end user.
- j Final Arbitrator's Report, 6.25. Two jumpers placed and one removed on initial install. Two jumpers disconnected and one placed upon disconnect. Applicable to each additional line ordered for same end user at same location at same time.
- k Final Arbitrator's Report, 6.30.
- l Final Arbitrator's Report, 6.25. Three jumpers placed and one removed on initial install. Three jumpers disconnected and one placed upon disconnect. Applicable to initial line ordered for each end user.
- m Final Arbitrator's Report, 6.25. Three jumpers placed and one removed on initial install. Three jumpers disconnected and one placed upon disconnect. Applicable to each additional line ordered for same end user at same location at same time.

COLLOCATION ATTACHMENT

Collocation services will be provided by VERIZON pursuant to Schedule CAL. P.U.C. No. K-9, as provided by in pending Advice Letter number 9286 and any Supplements to that Advice Letter. The Parties agree to true up to the VERIZON Collocation rates approved by the California PUC in the cause of the aforementioned Advice Letter.

**FIRST AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
VERIZON CALIFORNIA, INC. F/K/A GTE CALIFORNIA INCORPORATED
AND
SPRINT COMMUNICATIONS COMPANY L.P.**

THIS FIRST AMENDMENT to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective March 29, 2001, is by and between VERIZON CALIFORNIA, INC. F/K/A GTE CALIFORNIA INCORPORATED (Verizon) and SPRINT COMMUNICATIONS COMPANY L.P. (Sprint), Verizon and Sprint being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of California (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated April 9, 2001 in Docket No. D.01-03-044 (Agreement); and

WHEREAS, subsequent to the approval of the Agreement, Verizon notified Sprint that it desired to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth on page 47 of the Interconnection Attachment attached hereto shall replace the original page 47 of the Interconnection Attachment and will govern those provisions of Interconnection services.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the

Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

VERIZON CALIFORNIA, INC.

**SPRINT COMMUNICATIONS
COMPANY L.P.**

By: _____

By: _____

Name: Steven J. Pitterle _____

Name: _____

Title: Director - Local Competition

Title: _____

Date: _____

Date: _____

* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit Sprint to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

protocol must be based on industry standards developed consistent with Section 256 of the Act.

2.3.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. However, if the appropriate interface is not available at the facility at which the interconnection is requested, the Parties shall mutually agree to establish a timetable for provision of the requested interconnection.

2.3.1.1 A Mid-Span Fiber Meet within an existing VERIZON exchange area whereby the Parties mutually agree to jointly plan and engineer their facility interconnection at a designated location. The Interconnection Point (IP) is the demarcation between ownership of the fiber transmission facility. Each Party is individually responsible for its incurred costs in establishing this arrangement.

2.3.1.2 A collocation arrangement at a VERIZON Wire Center subject to the rates, terms, and conditions contained in VERIZON's applicable tariffs, except as provided in the Collocation Attachment.

2.3.1.3 A special access arrangement terminating at a VERIZON Wire Center.

2.3.2 The Parties will mutually designate at least one IP on VERIZON's network within each LATA for the exchange of Local Traffic. As specified in section 2.4.2.2 of this Attachment, Sprint may establish additional routing point(s) through the establishment of trunk groups provisioned over dedicated facilities between the IP and additional VERIZON switches.

2.4 Trunking Requirements.

In accordance with Article I, Section 3.4, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

2.4.1 Switching Center Trunking. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

SPRINT and VERIZON shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. SPRINT and VERIZON will support the provisioning of trunk groups that carry combined or separate Local Traffic, intraLATA toll and optional EAS traffic. Sprint will establish separate trunk groups, to the extent Sprint subtends a VERIZON access tandem, for the routing of exchange access traffic used to provide Switched Access Service to IXC's. To the extent SPRINT desires to have any IXC's originate or terminate switched access traffic to or from SPRINT, using jointly provided switched access facilities routed through a VERIZON access

APPENDIX A TO THE PRICING ATTACHMENT

I. Rates and charges for Transport and Termination of Traffic

- A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0033470***.
- B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0052126***.
- C. The Tandem Transiting Charge is **\$0.0018656***.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**

*Certain of the rates and charges set forth above, as indicated by an "asterisk", are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated August, 1997, in Case No. TO-97-63. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Case No. TO-97-63, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

II. Services Available for Resale

The avoided cost discount for all services, excluding OS/DA, is 16.3%¹.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection*	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43

¹ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Sprint orders any service from this Agreement.

Customer Record Search applies when Sprint requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only Complex Services for services migrating from Verizon to Sprint. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Sprint. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Sprint's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Sprint requests service prior to the standard due date intervals.

Coordinated Conversion applies if Sprint requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Sprint requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop²

2 Wire Analog Loop (inclusive of NID)	
Geographic Zone 1	\$ 53.84
Geographic Zone 2	\$ 48.39
Geographic Zone 3	\$ 29.05
Geographic Zone 4	\$ 19.14
4 Wire Analog Loop (inclusive of NID)	
Geographic Zone 1	\$ 93.37
Geographic Zone 2	\$ 86.32
Geographic Zone 3	\$ 44.65
Geographic Zone 4	\$ 29.60
2 Wire Digital Loop (inclusive of NID)	
Geographic Zone 1	\$ 53.84
Geographic Zone 2	\$ 48.39
Geographic Zone 3	\$ 29.05
Geographic Zone 4	\$ 19.14
4 Wire Digital Loop (inclusive of NID)	
Geographic Zone 1	\$ 93.37
Geographic Zone 2	\$ 86.32
Geographic Zone 3	\$ 44.65
Geographic Zone 4	\$ 29.60
DS-1 Loop	\$ 160.31
DS-3 Loop	\$2,584.44

Supplemental Features:

ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	\$ 24.00

Subloop

2-Wire Feeder	\$ 16.57
2-Wire Distribution	\$ 30.78
4-Wire Feeder	\$ 32.76
4-Wire Distribution	\$ 60.84
2-Wire Drop	\$ 6.16
4-Wire Drop	\$ 12.17
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID:	\$ 1.04
Complex (12 x) NID	\$ 1.80

Switching

Port	
Basic Analog Line Side Port	\$ 4.92
Coin Line Side Port	\$ 7.36
ISDN BRI Digital Line Side Port	\$ 22.63

² In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

DS-1 Digital Trunk Side Port	\$ 176.09
ISDN PRI Digital Trunk Side Port	\$ 346.78

Vertical Features See Attached List

Usage Charges (must purchase Port)	
Local Central Office Switching	
(Overall Average MOU)	\$0.0079433
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$0.0000175
Transport Termination (Average MOU/Term)	\$0.0002782
Tandem Switching (Average MOU)	\$0.0059791

Terminating to Originating Ratio	1.00
Assumed Minutes	TBD

Operator and Directory Assistance Services (OS/DA)	
National DA	\$0.5500000
DA	\$0.4500000
Mechanized Operator Calling Card	\$0.0890000
Live Operator	\$0.4490000
Originating Line Number Screening	\$0.0180000
Call Detail Record	\$0.0200000
Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000

Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	\$ 32.00
CDT 4 Wire	\$ 50.00
CDT DS1	\$ 325.00
CDT DS3 Optical Interface	\$1,125.00
CDT DS3 Electrical Interface	\$1,500.00

Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$.22
IDT DS0 Transport Termination	\$ 14.50
IDT DS1 Transport Facility per ALM	\$ 3.09
IDT DS1 Transport Termination	\$ 97.50
IDT DS3 Transport Facility per ALM	\$ 33.61
IDT DS3 Transport Termination	\$ 284.75

Multiplexing	
DS1 to Voice Multiplexing	\$ 202.82
DS3 to DS1 Multiplexing	\$ 892.38
DS1 Clear Channel Capability	\$ 24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Subloop - Feeder	\$ 53.17
Dark Fiber Subloop - Distribution	\$ 13.96

Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34
Packet Switching	BFR
Call Related Database	BFR
Service Management System	BFR
OSS	BFR

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Sprint does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate

pending Sprint's completion of a separate OS/DA agreement.

MISSOURI UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$0.81
Call Forwarding Variable	\$/Feature/Month	\$0.41
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.22
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.26
Call Waiting	\$/Feature/Month	\$0.17
Cancel Call Waiting	\$/Feature/Month	\$0.06
Automatic Callback	\$/Feature/Month	\$0.09
Automatic Recall	\$/Feature/Month	\$0.08
Calling Number Delivery	\$/Feature/Month	\$0.14
Calling Number Delivery Blocking	\$/Feature/Month	\$0.47
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.63
Customer Originated Trace	\$/Feature/Month	\$0.13
Selective Call Rejection	\$/Feature/Month	\$0.74
Selective Call Forwarding	\$/Feature/Month	\$0.89
Selective Call Acceptance	\$/Feature/Month	\$1.08
Call Forwarding Variable CTX	\$/Feature/Month	\$0.37
Call Forwarding Incoming Only	\$/Feature/Month	\$0.31
Call Forwarding Within Group Only	\$/Feature/Month	\$0.09
Call Forwarding Busy Line	\$/Feature/Month	\$0.12
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.18
Remote Call Forward	\$/Feature/Month	\$0.99
Call Waiting Originating	\$/Feature/Month	\$0.10
Call Waiting Terminating	\$/Feature/Month	\$0.17
Cancel Call Waiting CTX	\$/Feature/Month	\$0.02
Three Way Calling CTX	\$/Feature/Month	\$0.33
Call Transfer Individual All Calls	\$/Feature/Month	\$0.14
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.11
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.04
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.09
Direct Connect	\$/Feature/Month	\$0.08
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.07
Call Hold	\$/Feature/Month	\$0.27
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.01
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.01
Toll Restricted Service	\$/Feature/Month	\$0.09
Call Pick-up	\$/Feature/Month	\$0.09
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.09
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.09
Special Intercept Announcements	\$/Feature/Month	\$6.61
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$33.62
Station Message Detail Recording	\$/Feature/Month	\$9.39
Station Message Detail Recording to Premises	\$/Feature/Month	\$24.77
Fixed Night Service - Key	\$/Feature/Month	\$2.27
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$0.51
Attendant Busy Line Verification	\$/Feature/Month	\$7.62
Control of Facilities	\$/Feature/Month	\$0.02
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.82
Attendant Conference	\$/Feature/Month	\$32.17
Circular Hunting	\$/Feature/Month	\$3.31

VERTICAL FEATURES		(Subject to Availability)
Preferential Multiline Hunting	\$/Feature/Month	\$0.06
Uniform Call Distribution	\$/Feature/Month	\$10.75
Stop Hunt Key	\$/Feature/Month	\$3.19
Make Busy Key	\$/Feature/Month	\$3.22
Queuing	\$/Feature/Month	\$6.80
Automatic Route Selection	\$/Feature/Month	\$1.42
Facility Restriction Level	\$/Feature/Month	\$0.11
Expansive Route Warning Tone	\$/Feature/Month	\$0.06
Time-of-Day Routing Control	\$/Feature/Month	\$4.29
Foreign Exchange Facilities	\$/Feature/Month	\$7.66
Anonymous Call Rejection	\$/Feature/Month	\$2.97
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$0.35
Basic Business Group CTX	\$/Feature/Month	\$0.04
Basic Business Group DOD	\$/Feature/Month	\$0.09
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.00
Basic Business Group DID	\$/Feature/Month	\$0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$4.10
Dial Call Waiting	\$/Feature/Month	\$0.19
Loudspeaker Paging	\$/Feature/Month	\$7.31
Recorded Telephone Dictation	\$/Feature/Month	\$8.26
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.63
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.03
Teen Service	\$/Feature/Month	\$0.13
Bg - Automatic Call Back	\$/Feature/Month	\$0.06
Voice/Data Protection	\$/Feature/Month	\$0.00
Authorization Codes for Afr	\$/Feature/Month	\$0.11
Account Codes for Afr	\$/Feature/Month	\$0.22
Code Restriction Diversion	\$/Feature/Month	\$0.19
Code Calling	\$/Feature/Month	\$8.26
Meet-Me Conference	\$/Feature/Month	\$15.78
Call Park	\$/Feature/Month	\$0.08
Executive Busy Override	\$/Feature/Month	\$0.04
Last Number Redial	\$/Feature/Month	\$0.05
Direct Inward System Access	\$/Feature/Month	\$0.07
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.00
Bg - Speed Calling Shared	\$/Feature/Month	\$0.01
Attendant Recall from Satellite	\$/Feature/Month	\$5.28
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.01
Business Set - Call Pick-up	\$/Feature/Month	\$0.06
Authorization Code for Mdr	\$/Feature/Month	\$0.00
Locked Loop Operation	\$/Feature/Month	\$0.00
Attendant Position Busy	\$/Feature/Month	\$0.11
Two-Way Splitting	\$/Feature/Month	\$2.61
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.40
Business Group Call Waiting	\$/Feature/Month	\$0.00
Music on Hold	\$/Feature/Month	\$1.69
Automatic Alternate Routing	\$/Feature/Month	\$0.17
DTMF Dialing	\$/Feature/Month	\$0.04
BG DTMF Dialing	\$/Feature/Month	\$0.02
Business Set Access to Paging	\$/Feature/Month	\$2.08
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.34

VERTICAL FEATURES		(Subject to Availability)
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.25
Direct Inward Dialing	\$/Feature/Month	\$6.63
Customer Dialed Account Recording	\$/Feature/Month	\$1.01
Deluxe Automatic Route Selection	\$/Feature/Month	\$6.34
MDC Attendant Console	\$/Feature/Month	\$26.04
Warm Line	\$/Feature/Month	\$0.01
Calling Name Delivery	\$/Feature/Month	\$0.39
Call Forwarding Enhancements	\$/Feature/Month	\$0.00
Caller ID Name and Number	\$/Feature/Month	\$1.50
InContact	\$/Feature/Month	\$1.68
Call Waiting ID	\$/Feature/Month	\$0.07
Att'd ID on Incoming Calls	\$/Feature/Month	\$3.71
Privacy Release	\$/Feature/Month	\$0.37
Display Calling Number	\$/Feature/Month	\$0.19
Six-Port Conference	\$/Feature/Month	\$33.03
Business Set Call Back Queuing	\$/Feature/Month	\$0.01
ISDN Code Calling - Answer	\$/Feature/Month	\$0.21
Att'd Call Park	\$/Feature/Month	\$1.89
Att'd Autodial	\$/Feature/Month	\$0.92
Att'd Speed Calling	\$/Feature/Month	\$1.56
Att'd Console Test	\$/Feature/Month	\$0.10
Att'd Delayed Operation	\$/Feature/Month	\$0.00
Att'd Lockout	\$/Feature/Month	\$0.00
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.00
Att'd Secrecy	\$/Feature/Month	\$0.76
Att'd Wildcard Key	\$/Feature/Month	\$0.31
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.00
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.16
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$1.42
Att'd Display of Queued Calls	\$/Feature/Month	\$0.03
Att'd Interposition Transfer	\$/Feature/Month	\$0.21
Att'd Automatic Recall	\$/Feature/Month	\$0.64

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Initial Unit	Provisioning Addtl Unit
UNBUNDLED LOOP				
Exchange - Basic - Initial	\$ 38.75	\$ 27.60	\$ 42.17	\$ 38.81
Exchange - Basic - Subsequent	\$ 17.44	\$ 12.55	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 40.56	\$ 25.03	\$107.58	\$ 26.61
Exchange - Complex Nondigital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 40.56	\$ 25.03	\$ 96.76	\$ 26.53
Exchange - Complex Digital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Advanced - Basic - Initial	\$ 36.18	\$ 25.03	\$573.73	\$202.79
Advanced - Complex - Initial	\$ 40.56	\$ 25.03	\$569.13	\$303.39
UNBUNDLED PORT				
Exchange - Basic - Initial	\$ 33.04	\$ 21.89	\$ 31.29	\$ 29.38
Exchange - Basic - Subsequent (Port Feature)	\$ 19.78	\$ 14.89	\$ 1.14	\$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	\$ 19.78	\$ 14.89	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 43.54	\$ 28.01	\$ 75.32	\$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 6.23	\$ 6.23
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ --
Exchange - Complex Nondigital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 43.54	\$ 28.01	\$129.72	\$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 5.45	\$ 5.45
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ --
Exchange - Complex Digital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD
UNBUNDLED NID				
Exchange - Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUBLOOP				
Exchange - MDF Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 48.65	\$ 34.50
Exchange - MDF Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 14.18	\$ 13.22
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41

UNBUNDLED DARK FIBER

Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Subloop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Subloop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19

ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)

Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A

LOOP CONDITIONING³

(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

DEDICATED TRANSPORT

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A

³ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
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SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

COORDINATED CONVERSIONS

Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

HOT-CUT COORDINATED CONVERSIONS

(Only available for 2-wire analog loops)

Exchange - Standard Interval - Per Hour	\$108.80	\$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

CUSTOMIZED ROUTING

BFR	BFR	BFR	BFR
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EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

PACKET SWITCHING	TBD	TBD	TBD	TBD
CALL RELATED DATABASE	TBD	TBD	TBD	TBD
SERVICE MANAGEMENT SYSTEM	TBD	TBD	TBD	TBD
OSS	TBD	TBD	TBD	TBD

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Sprint orders any service from this Agreement.

Customer Record Search applies when Sprint requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Sprint requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Sprint requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Sprint requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

IV. Rates and Charges for 911

See State 911 Tariff.

V. Fiber Optic Patchcord Cross Connect

Fiber Optic Cross Connect Rate Elements				
	Elements	Increment	NRC/MRC	Rate
Non-Recurring Prices				
1	Fiber Optic Patch Cord Pull/Term. - Engineering	per project	NRC	\$95.28
2	Fiber Optic Patch Cord Material Charge	per cable run	NRC	\$40.86
3	Fiber Optic Patch Cord Pull	per cable run	NRC	\$238.70
4	Fiber Optical Patch Cord Termination	per termination	NRC	\$1.54
Monthly Recurring Prices				
5	Facility Termination - Fiber Optic Patch Cord	per connector	MRC	\$1.10
6	Fiber Optic Patch Cord Duct Space	per cable	MRC	\$0.51

Non-Recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC.

Fiber Optic Patchcord Pull/Termination – Engineering. The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLECs collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

Fiber Optic Patchcord Pull. The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination Charge is applied per fiber connector termination and recovers the labor cost to terminate the fiber connection.

Fiber Optic Patchcord Material Charge. The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

Monthly Recurring Charges

The following are monthly charges that apply each month or fraction thereof that the Fiber Optic Patchcord Cross Connect arrangement is provided.

Facility Termination – Fiber Optic Patchcord. The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

Fiber Optic Patchcord Duct Space. The Fiber Optic Patchcord Duct Space rate element is applied per fiber cable and recovers the cost for the central office fiber duct space occupied by the fiber optic patchcord.

ALJ/SRT/t93

Mailed 3/21/2001
AGREEMENT

Decision 01-03-044 March 15, 2001

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Petition of Sprint
Communications Company LP for Arbitration of
Interconnection Rates, Terms, Conditions, and
Related Arrangements with Verizon California,
dba GTE California Incorporated.

Application 00-09-031
(Filed September 7, 2000)

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O P I N I O N

1. Summary

We affirm the results reached in the February 23, 2001 Final Arbitrator's Report (FAR). Within 30 days of the date of this order, parties shall jointly file and serve a signed, complete Interconnection Agreement (IA) that conforms to the decisions herein. Parties shall simultaneously file and serve a statement that cross-references the issues with the adopted language. The conformed IA shall become effective five days after filing, unless suspended by the Director of the Telecommunications Division. The proceeding is closed.

2. Background

Sprint Communications Company LP (Sprint) and Verizon California Inc. (Verizon) exchange telecommunications traffic pursuant to an existing IA. On March 31, 2000, Sprint and Verizon began negotiating a successor IA. Having been only partly successful in their negotiations, Sprint filed an application for arbitration on September 7, 2000. The application sought arbitration of 7 issues. The parties stipulated to a schedule, and revisions thereto, that acknowledged that the Commission would not have time to resolve the disputed issues within 9 months from the date the parties commenced negotiations. That deadline would have been 9 months from March 31, 2000, or December 31, 2000. Therefore, the parties waived the 9-month deadline, and agreed to the schedule reflected below.¹

¹ The DAR confirmed the parties' waiver of the 9-month rule, contained in 47 U.S.C. § 252(b)(4)(C).

On October 2, 2000, Verizon filed its response to Sprint's arbitration request. Subsequently, the parties settled all but 3 issues. The parties submitted two of these three issues on briefs, and sought hearing on the single remaining issue. The three issues are:

- 1) Sprint's contention that local calls include Verizon customer-originated calls that route over access trunks to the Sprint Operator Service (OS) platform, and then return to the called Verizon customer located in the same local calling area as the calling party (the "local over access" issue);
- 2) Sprint's contention that it should be allowed to purchase at wholesale vertical features (call waiting, forwarding and the like) without also purchasing the underlying dial tone line (the "resale of stand-alone vertical features" issue); and
- 3) Sprint's contention that it may order unbundled network elements (UNEs) from Verizon in combinations that do not currently exist in Verizon's network (the "new UNE combinations" issue).²

The assigned Arbitrator, Administrative Law Judge (ALJ) Sarah R. Thomas, held the arbitration hearing on November 28, 2000. Three witnesses testified, and 6 exhibits were received in evidence. The parties filed post-hearing briefs on December 6, 2000 on the 3 remaining issues not settled prior to hearing.

The Arbitrator filed and served her Draft Arbitrator's Report (DAR) on January 10, 2001. The parties filed opening comments on the DAR on January 24, 2001. At the Arbitrator's request, Verizon filed reply comments limited to one issue of contention on February 7, 2001. The Arbitrator denied

² In the matrix Sprint filed with its original request for arbitration on September 7, 2000, Exhibit B thereto identified these three issues as issues 3, 5 and 7. Since there are so few issues in dispute, and for the sake of simplicity, we will refer to these issues as issues 1, 2 and 3 throughout this decision.

Sprint's request to file a surreply to Verizon's reply comments. The Arbitrator filed and served her FAR on February 23, 2001.

The FAR found in Verizon's favor on issue 1 above (the local over access issue), and in Sprint's favor on issues 2 and 3 above (the resale of vertical features issue and the new UNE combinations issue, respectively).

The parties then sought approval of their entire IA on March 3, 2001. With their March 3, 2001 filings, the parties (1) identified the criteria we must use to test the IA that would result from decisions in the FAR, (2) explained whether such IA would pass or fail each test, and (3) said whether we should approve or reject the resulting IA.

Each party reserved the right to challenge the FAR on the issues decided against it (Sprint on issue 1 and Verizon on issues 2 and 3). Otherwise, both Sprint and Verizon contended that assuming the Commission upholds the FAR's conclusions, the IA that would result from decisions made in the FAR would comply with the Telecommunications Act of 1996 (Act) and Commission rules. For the same reasons raised in their comments on the DAR, Sprint recommended reversal of the result on issue 1 (local over access), and Verizon recommended reversal of the outcome in the FAR on issues 2 (resale of vertical features) and 3 (new UNE combinations).

3. Discussion

3.1 Negotiated Portions of IA

Section 252(e)(2) of the Act provides that the Commission may only reject an IA (or any portion thereof) adopted by negotiation if we find that the IA (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or that implementation of such agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity. Commission

rules provide that the Commission may reject a negotiated agreement (or portion thereof) if it discriminates against a telecommunications carrier not a party to the agreement; its implementation would be inconsistent with the public interest, convenience, or necessity; or the agreement would not meet other rules, regulations, and orders of the Commission, including service quality standards.³

No party or member of the public alleges that any negotiated portion of the IA should be rejected. We find nothing in any negotiated portion which results in discrimination against a telecommunications carrier not a party to the IA; is inconsistent with the public interest, convenience and necessity; or does not meet other Commission rules, regulations and orders, including service quality standards. Thus, we approve the negotiated portions of the IA.

3.2 Arbitrated Portions of IA

Section 252(e)(2) of the Act, and our Rule 4.2.3 of Resolution ALJ-181, provide that we may only reject an IA (or any portion thereof) adopted by arbitration if we find that the IA does not meet the requirements of § 251 of the Act, including the regulations prescribed by the Federal Communications Commission (FCC) pursuant to § 251, or the standards set forth in § 252(d) of the Act.⁴ Rule 4.2.3 also provides that we may reject agreements or portions thereof which violate any requirements of the Commission including, but not limited to, quality of service standards adopted by the Commission.

As noted above, neither party alleges that IA violates any of the foregoing statutory provisions or rules. Nonetheless, each party asks that we reverse the

³ Resolution ALJ-181, Rules 4.3.1, 4.3.2, 4.1.4, and 2.18.

⁴ Section 251 covers interconnection standards. Section 252(d) identifies pricing standards.

Arbitrator on issues she decided against it. They repeat the arguments they made on the DAR, which the Arbitrator rejected. We believe the Arbitrator decided each issue correctly, and are not persuaded to make any changes in the FAR.

3.2.1 Issue 1: Local Over Access

The first issue, known as the "local over access" issue, arises because of Sprint's desire to implement a "new" service, and disputes over how it should compensate Verizon for using Verizon's network to facilitate that service. Sprint contends that the service should be compensated as local traffic pursuant to the reciprocal compensation scheme, while Verizon contends that since the service would use access lines Sprint leases from Verizon, the calling should be compensated at higher access charge rates. The Arbitrator agreed with Verizon that Sprint should pay Verizon access charge rates.

Sprint proposes a voice-activated dialing arrangement whereby a Verizon customer would pick up the phone, dial 00 or a Carrier Identification Code (CIC) such as 10-10-333, state "Call [name of called party residing in same local calling area]," and have the call automatically placed to that party.

During the arbitration hearing, the parties used an example of a Verizon customer named "Steve" who desired to call his mother ("Mom"), also a Verizon customer, who lived across the street in the same local calling area. Steve's chosen long distance carrier is Sprint. Steve would pick up the phone and dial 00 or the 10-10-333 CIC. This dialing pattern would direct the call over access trunks that Sprint leases from Verizon to the Sprint OS platform. Once the call reached the Sprint OS platform, Steve would say, "Call Mom," and Mom's telephone number would dial automatically from a stored list residing in Sprint's database. Because the voice activated dialing service would be a Sprint service,

rather than a Verizon service, the information necessary to place the call would reside in Sprint's, not Verizon's, network. It is this detour to Sprint's OS platform that is fundamental to the Sprint-Verizon dispute on this issue.

Sprint contends that despite the OS detour, the call remains a local call and that Sprint should compensate Verizon only for a local call. Verizon contends, on the other hand, that the detour to the OS platform takes the call over access lines Sprint leases from Verizon, thereby rendering the call an access call, for which access charges are due.⁵ Verizon similarly contends that any time a CIC code is used to gain access to an interexchange carrier (IEC) such as Sprint, the call is an access call for which access charges are due. Both parties agree that access charges are higher than charges for local calls.

The FAR found that Verizon should prevail on this issue. We will not repeat the Arbitrator's reasoning in detail here, but rather incorporate the FAR by reference as if fully set forth here. Briefly, the Arbitrator found that it made no sense for Verizon to receive no compensation for Sprint's extra use of its network. Indeed, the Arbitrator found that Sprint's offer during the hearing to pay Verizon certain out-of-the-ordinary compensation – for “incremental switching charges – constituted a concession that the ordinary reciprocal compensation scheme was inadequate. The Arbitrator also found that the “Call Mom” calling scheme was not functionally different from other calling patterns

⁵ Generally speaking, access charges are charges long-distance carriers such as Sprint pay ILECs such as Verizon for use of the ILECs' local network. Since the break-up of the Bell System in 1984, ILECs have owned the poles, wires, switches and other infrastructure in the local calling areas, and charged others access charges to use those facilities. While the access charge scheme has changed significantly over the years, and especially since enactment of the 96 Act, long distance carriers continue to pay access charges to ILECs.

in which Sprint compensates Verizon for use of its network through access charges. Finally, the Arbitrator noted that Sprint has agreements in other states in which its position is inconsistent with its proposal for California.

We agree with the Arbitrator's reasoning and conclusion on the local over access issue, and adopt the same for purposes of this decision.

3.2.2 Issue 2: Resale of Vertical Features

This issue involves Sprint's contention that Verizon should sell it vertical features (call waiting, call forwarding, and the like) at wholesale prices without also requiring it to purchase the basic dial tone line. The FAR found in favor on Sprint on this issue, based on prior Commission precedent, the lack of factual distinctions between prior cases and this case, and the Arbitrator's belief that the precedent articulated the correct state of the law.

In Decision (D.) 00-10-031, the Commission resolved the identical issue in Sprint's favor in its arbitration with Pacific Bell. Thus, the only basis to decide the case here differently would be factual. However, Verizon's sole attempt to distinguish D.00-10-031 was not based on distinguishable facts. Rather, Verizon simply cited to its tariff, stating that "Verizon's tariff makes clear that vertical features are not offered on a stand-alone basis at retail to subscribers who are not telecommunications carriers."⁶ However, Pacific Bell made – and the Commission rejected – precisely the same argument in the proceeding leading up to D.00-10-031. Thus, the FAR rejected Verizon's attempt to distinguish D.00-10-031. We agree with the FAR's conclusion.

⁶ *Id.* at 17.

The FAR also found that D.00-10-031 is legally correct. We agree with the Arbitrator that the Commission decided that decision properly. Thus, as we stated in D.00-10-031:

Section 251(c)(4) [of the Act] requires the resale of vertical features, without purchase of the associated dial tone [I]t constitutes an unreasonable restriction under Rule 51.613(b)⁷ for [Verizon] to require that Sprint purchase the dial tone, in order to have access to the vertical services for that line In this case, the law clearly requires resale of vertical features in the manner requested by Sprint.

We affirm the arbitrated outcome.

3.2.3 Issue 3: New UNE Combinations

This issue involves whether or not Verizon must provide Sprint UNEs in any combination “ordinarily and commonly combined” in the Verizon network. Sprint asserts that it should have the right to order these “new UNE combinations” without regard to whether the specific customer who is subject to the local service request has that precise combination with Verizon at the time of the order. Sprint contends that even if federal law on this issue is currently uncertain and in a state of flux, the Commission has “independent state authority” to require Verizon to provide new combinations to Sprint.

The Arbitrator found in Sprint’s favor on this issue, once again based on the Commission’s decision in Sprint’s favor and against Pacific Bell on the identical issue.⁸

⁷ 47 C.F.R. § 51.613(b).

⁸ D.00-10-031, *mimeo.*, at 17 (“We disagree with Pacific’s conclusion and affirm our authority under Public Utilities Code § 709.2(c)(1) to order the combination of [new] UNEs.”).

Once again, Verizon contended that the FAR was legally wrong, and once again, the Arbitrator rejected Verizon's contentions in favor of factually indistinguishable Commission precedent. We agree with the Arbitrator that we decided this issue correctly in D.00-10-031, and affirm the arbitrated result.

3.3 Preservation of Authority

Section 252(e)(3) of the Act provides that nothing shall prohibit a state Commission from establishing or enforcing other requirements of state law in its review of an agreement, including compliance with intrastate telecommunications service quality standards. Our Rules 4.2.3 and 4.3.1 provide that we may also reject agreements or portions thereof which violate other requirements of the Commission, including but not limited to, quality of service standards. Other than the matters addressed and disposed of above, no party or member of the public identifies any clause in the IA that potentially conflicts with any state law, or requirement of the Commission, including service quality standards, and we are aware of none.

3.4 Filing the Conformed IA

We affirm the order in the FAR that within 30 days of the date of this decision, parties shall file and serve an entire IA that conforms to the decisions herein. Parties should also serve a copy on the Director of the Telecommunications Division. Parties should sign the conformed IA before it is filed so that it may become effective without additional delay. Unless suspended by the Director of the Telecommunications Division, the signed IA should become effective five days after filing.

Parties should jointly file and serve a statement along with the IA for the purpose of assisting the Director confirm that the signed IA conforms to this order. The statement should cross-reference each issue resolved in the FAR with

the relevant appendix and section number in the IA. The statement should also quote the language from the IA which parties adopt in compliance with the decisions in the FAR and this order.

4. Public Review and Comment

The Public Utilities Code and our Rules of Practice and Procedure generally require that draft decisions be circulated to the public for review and comment 30 days prior to the Commission's vote.⁹ On the other hand, the Act requires that the Commission reach its decisions to approve or reject an arbitrated agreement within 30 days after submission by the parties.¹⁰ This establishes a conflict.¹¹

However, Rule 77.7(f)(5) provides that we may reduce or waive the period for public review and comment "for a decision under the state arbitration provisions of the Telecommunications Act of 1996." We consider and adopt this decision today under the state arbitration provisions of the Act.

The draft decision of Arbitrator Thomas was filed and served on March 9, 2001. The period for public review and comment was reduced. Comments, if any, were due by March 14, 2001. Verizon filed comments that asserted that the Commission's "independent state authority" to decide issues 2 and 3 is inconsistent with federal law. Both the FAR and prior Commission decisions on

⁹ See Pub. Util. Code §§ 311(g), and Rules 77.7 of the Commission's Rules of Practice and Procedure.

¹⁰ 47 U.S.C. § 252(e)(4).

¹¹ See D.99-01-009 for a more thorough discussion and explanation. In this case, since Rule 4.2.1 (Resolution ALJ-181) was waived, we reasonably interpret this to mean within 30 days of the date statements were filed.

the same interconnection issues considered and rejected such arguments. We are likewise not persuaded by Verizon's claims.

Findings of Fact

1. No party or member of the public alleges that any negotiated portion of the IA must be rejected.
2. The negotiated portions of the IA results do not discriminate against a telecommunications carrier not a party to the IA; are consistent with the public interest, convenience and necessity; and meet other Commission rules, regulations, and orders, including service quality standards.
3. The arbitrated portions of the IA meet the requirements of § 251 of the Act, including FCC regulations pursuant to § 251, and the standards of § 252(d) of the Act.
4. The IA does not conflict with State law, including telecommunications service quality standards, or requirements of the Commission.
5. The Act requires that the Commission approve or reject an arbitrated IA within 30 days after the agreement is filed (47 U.S.C. § 252(e)(4)), which in this case is within 30 days of the date the parties filed statements in compliance with the FAR.
6. A draft decision must be subjected to 30 days' public review and comment prior to the Commission's vote; however Rule 77.7(f)(5) provides that the Commission may reduce or waive the period for public review and comment under Pub. Util. Code § 311(g) for a decision under the state arbitration provisions of the Act.
7. This is a proceeding under the state arbitration provisions of the Act.

Conclusions of Law

1. The FAR, along with the IA between Sprint and Verizon that conforms to the decisions in the FAR and this order, should be approved.
2. Sprint and Verizon should jointly file and serve within 30 days of the date of this order a signed IA that conforms to the decisions herein. Parties should also within 30 days jointly file and serve a statement which cross references each issue resolved in the FAR with the relevant appendix and section number in the IA, and quotes the language from the IA which parties adopt in compliance with the decisions in the FAR and this order.
3. The conformed, signed IA should be effective five days after filing, unless suspended by the Director of the Telecommunications Division.
4. The 30-day public review and comment period should be reduced pursuant to Pub. Util. Code § 311(g)(3) and Rule 77.7(f)(5).
5. This order should be effective today because it is in the public interest to implement national telecommunications policy as accomplished through the IA which results from the decisions in the FAR and this order as soon as possible.

O R D E R

IT IS ORDERED that:

1. We affirm the results reached in the February 23, 2001 Final Arbitrator's Report (FAR) and, pursuant to the Telecommunications Act of 1996, and Resolution ALJ-181, we approve the Interconnection Agreement (IA) between Sprint Communications Company, LP and Verizon California Inc. that results therefrom.
2. Within 30 days of the date of this order, parties shall sign and jointly file and serve an entire IA that conforms to the decisions in the FAR and this order. At the same time, parties shall jointly serve an entire, signed IA on the Director

of the Telecommunications Division. The signed IA shall become effective five days after filing, unless suspended by the Director of the Telecommunications Division.

3. Parties shall jointly file and serve a statement with the signed, conformed IA. The statement shall cross-reference each issue resolved in the FAR and this order with the relevant appendix and section number in the IA. Further, the statement shall quote the language from the IA which parties adopt in compliance with the decisions in the FAR and this order.

4. This proceeding is closed.

This order is effective today.

Dated March 15, 2001, at San Francisco, California.

LORETTA M. LYNCH

President

HENRY M. DUQUE

RICHARD A. BILAS

CARL W. WOOD

GEOFFREY F. BROWN

Commissioners