

practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

- 6.5.5. SPRINT MISSOURI, INC. agrees to provide White Pages database maintenance services to NEW EDGE NETWORK, INC.. NEW EDGE NETWORK, INC. will be charged a Service Order entry fee upon submission of Service Orders into SPRINT MISSOURI, INC.'s Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into SPRINT MISSOURI, INC.'s SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 6.5.6. NEW EDGE NETWORK, INC. customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to NEW EDGE NETWORK, INC. customers.
- 6.5.7. In addition to a basic White Pages listing, SPRINT MISSOURI, INC. will provide, at the rates set forth in Attachment I of this Agreement, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for NEW EDGE NETWORK, INC. to offer for resale to NEW EDGE NETWORK, INC.'s customers.
- 6.5.8. SPRINT MISSOURI, INC., or its directory publisher, agree to provide White Pages distribution services to NEW EDGE NETWORK, INC. customers within SPRINT MISSOURI, INC.'s service territory at no additional charge to NEW EDGE NETWORK, INC.. SPRINT MISSOURI, INC. represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to SPRINT MISSOURI, INC. and to other NEW EDGE NETWORK, INC. customers.
- 6.5.9. SPRINT MISSOURI, INC. agrees to include critical contact information pertaining to NEW EDGE NETWORK, INC. in the "Information Pages" of those of its White Pages directories containing information pages, provided that NEW EDGE NETWORK, INC. meets criteria established by its directory publisher. Critical contact information includes NEW EDGE NETWORK, INC.'s business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. NEW EDGE NETWORK, INC. will not be charged for inclusion of its critical contact information. The format, content and appearance of NEW EDGE NETWORK, INC.'s critical contact information will conform to applicable SPRINT MISSOURI, INC. directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6.5.10. SPRINT MISSOURI, INC. will accord NEW EDGE NETWORK, INC. customer listing information the same level of confidentiality that SPRINT MISSOURI, INC. accords its own proprietary customer listing information. SPRINT MISSOURI, INC. shall ensure that access to NEW EDGE NETWORK, INC. customer proprietary listing information will be limited solely to those of SPRINT MISSOURI, INC. and SPRINT MISSOURI, INC.'s directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. SPRINT MISSOURI, INC. will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a NEW EDGE NETWORK, INC. that contains customer listings of both SPRINT MISSOURI, INC. and NEW EDGE NETWORK, INC. will not be deemed a violation of this confidentiality provision.
- 6.5.11. SPRINT MISSOURI, INC. will sell or license NEW EDGE NETWORK, INC.'s customer listing information to any third parties unless NEW EDGE NETWORK, INC. submits written requests

that SPRINT MISSOURI, INC. refrain from doing so. SPRINT MISSOURI, INC. and NEW EDGE NETWORK, INC. will work cooperatively to share any payments for the sale or license of NEW EDGE NETWORK, INC. customer listing information to third parties. Any payments due to NEW EDGE NETWORK, INC. NETWORK, INC. NEW EDGE NETWORK, INC. for its customer listing information will be net of administrative expenses incurred by SPRINT MISSOURI, INC. in providing such information to third parties. The parties acknowledge that the release of NEW EDGE NETWORK, INC.'s customer listing to SPRINT MISSOURI, INC.'s directory publisher will not constitute the sale or license of NEW EDGE NETWORK, INC.'s customer listing information causing any payment obligation to arise pursuant to this § 6.5.11.

- 6.6. Other Directory Services. SPRINT MISSOURI, INC. will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with NEW EDGE NETWORK, INC. which will address other directory services desired by NEW EDGE NETWORK, INC. as described in this § 6.6. Both parties acknowledge that SPRINT MISSOURI, INC.'s directory publisher is not a party to this Agreement and that the provisions contained in this § 6.6 are not binding upon SPRINT MISSOURI, INC.'s directory publisher.
- 6.6.1. SPRINT MISSOURI, INC.'s directory publisher will negotiate with NEW EDGE NETWORK, INC. concerning the provision of a basic Yellow Pages listing to NEW EDGE NETWORK, INC. customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to NEW EDGE NETWORK, INC. customers.
- 6.6.2. Directory advertising will be offered to NEW EDGE NETWORK, INC. customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to SPRINT MISSOURI, INC. and other NEW EDGE NETWORK, INC. customers. Directory advertising will be billed to NEW EDGE NETWORK, INC. customers by directory publisher.
- 6.6.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to NEW EDGE NETWORK, INC. is maintained without interruption.
- 6.6.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.5.9 may be purchased from SPRINT MISSOURI, INC.'s directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 6.6.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 6.7. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by SPRINT MISSOURI, INC. to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, SPRINT MISSOURI, INC. shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by SPRINT MISSOURI, INC. to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
- 6.8. Systems Interfaces and Exchanges
- 6.8.1. Directory Assistance Data Information Exchanges and Interfaces
- 6.8.1.1. Subscriber List Information

6.8.1.1.1. SPRINT MISSOURI, INC. shall provide to NEW EDGE NETWORK, INC., within sixty (60) days after the Approval Date of this Agreement, or at NEW EDGE NETWORK, INC.'s request, all published Subscriber List Information (including such information that resides in SPRINT MISSOURI, INC.'s master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the SPRINT MISSOURI, INC. provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to NEW EDGE NETWORK, INC. pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.8.1.1.2. NEW EDGE NETWORK, INC. shall provide directory listings to SPRINT MISSOURI, INC. pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

6.9. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

ATTACHMENT VIII
REPORTING STANDARDS

1. GENERAL

- 1.1. SPRINT MISSOURI, INC. shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards (Performance Standards) that are specified in this agreement or are required by law or regulation. In addition, SPRINT MISSOURI, INC.'s performance under this Agreement shall be provided to NEW EDGE NETWORK, INC. will be at Parity with the performance SPRINT MISSOURI, INC. provides itself for like service(s).

2. PARITY AND QUALITY MEASUREMENTS

- 2.1. SPRINT MISSOURI, INC. will develop self-reporting capabilities comparing SPRINT MISSOURI, INC. results with NEW EDGE NETWORK, INC. results based on the earlier of SPRINT MISSOURI, INC.'s internal implementation of the capabilities for the state of MISSOURI, or the timeframe ordered by the Commission. For orders received electronically, such measures will include:
- 2.1.1. Percentage of Commitment Times Met - Service Order
 - Average FOC time
 - % of orders with jeopardy
 - % of orders with no facilities
 - Average provision interval from receipt of LSR to test and turn up
 - 2.1.2. Percentage of Commitment Times Met - Trouble Report
 - 2.1.3. Percent Repeated Trouble Reports
 - 2.1.4. Average Receive to Clear
 - 2.1.5. Percentage of Installed Orders without Repair in the first five (5) days
 - 2.1.6. Average time to respond to collocation request
 - 2.1.7. Average time to provide collocation cage
 - 2.1.8. % of time interface available
- 2.2. In the event NEW EDGE NETWORK, INC. chooses to utilize the SPRINT MISSOURI, INC. operator service platform the following measures will be implemented within six (6) months of the date of first use by NEW EDGE NETWORK, INC.:
- 2.2.1. Average Operator Service Toll Answer Time; and
 - 2.2.2. Average Directory Assistance Answer Time.
- 2.3. All above measures will be implemented in a manner that is consistent with the current measures SPRINT MISSOURI, INC. makes of its own performance.

ATTACHMENT IX

PHYSICAL COLLOCATION

1. **DEFINITIONS.** For the purposes of this Attachment, the following terms or phrases shall have the meaning set forth below:
 - A. "Cable Vault" or "Conduit Space-Fixed" shall mean a location on SPRINT MISSOURI, INC. premises where facilities enter from the Outside Cable Duct and access the Inner Duct for internal distribution.
 - B. "Central Office Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing telephone company equipment that is under the control of SPRINT MISSOURI, INC. and for which SPRINT MISSOURI, INC. has the obligation to grant access and/or occupation by third parties.
 - C. "Collocation Point of Termination" shall mean the physical demarcation point in a Central Office Building, agreed by SPRINT MISSOURI, INC. and NEW EDGE NETWORK, INC., between SPRINT MISSOURI, INC. facilities and NEW EDGE NETWORK, INC.-provided facilities. Normally this demarcation point is in the collocation location. SPRINT MISSOURI, INC. will provide the cable to NEW EDGE NETWORK, INC. that terminates in the NEW EDGE NETWORK, INC. collocation location.
 - D. "Date of Occupancy" shall mean the date on which NEW EDGE NETWORK, INC. first occupies the collocation location pursuant to this Attachment.
 - E. "Inner Duct" or "Conduit Space-per-foot" shall mean any passage or opening in, on, under, over or through the SPRINT MISSOURI, INC. Central Office Building cable or conduit systems.
 - F. "Outside Cable Duct" shall mean any space located outside the SPRINT MISSOURI, INC. premises and owned by or under the control of SPRINT MISSOURI, INC. through which SPRINT MISSOURI, INC. runs its cable, conduit or other associated facilities.
 - G. "Premises" is defined as within the serving wire center and any adjacent vaults.
 - H. "Property" shall mean the Building along with any real estate owned, leased or controlled by SPRINT MISSOURI, INC. and used by SPRINT MISSOURI, INC. in any way relating to the Building.
 - I. "Tariffed Service" shall mean the interconnection of NEW EDGE NETWORK, INC.'s equipment and SPRINT MISSOURI, INC.'s equipment pursuant to the SPRINT MISSOURI, INC. Access Service tariffs as filed with the FCC. SPRINT MISSOURI, INC. will attempt to match the tariff, Agreement and FCC orders in a timely manner.

2. **Scope of Physical Collocation.**

- A. Subject to the terms and conditions hereinafter set forth, and subject to the terms of UNITED TELEPHONE COMPANY OF MISSOURI, INC. Local Telephone Companies Tariff F.C.C. 1, the Tariff terms being controlling, and in consideration of the payment by NEW EDGE NETWORK, INC. of the physical collocation charges found in UNITED TELEPHONE COMPANY OF MISSOURI, INC. Local Telephone Companies Tariff F.C.C. No. 1, UNITED TELEPHONE COMPANY OF MISSOURI, INC. hereby grants to NEW EDGE NETWORK, INC., and NEW EDGE NETWORK, INC. hereby accepts, a non-exclusive license to gain access to and occupy collocation location, and to gain access to and to use the Cable Vault, Inner Duct and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service. Such service will be provided by installing, maintaining and operating such NEW EDGE NETWORK, INC. equipment as NEW EDGE NETWORK, INC. deems appropriate in the provision of its Telecommunications Services, which will interconnect

with telecommunications services and facilities provided by UNITED TELEPHONE COMPANY OF MISSOURI, INC.

- B. SPRINT MISSOURI, INC. represents that its Local Telephone Companies' Tariff F.C.C. No. 1 complies with all state and federal laws and regulations extant as of the execution of this Agreement. In the event state or federal regulations alter the rates, terms and conditions for the provision of physical collocation, SPRINT MISSOURI, INC. shall modify its Local Telephone Companies Tariff F.C.C. No. 1 to incorporate all such alterations within such time period as the regulations themselves may require, or if not required, within ninety (90) days of the effective date of such regulations.
- C. If NEW EDGE NETWORK, INC. occupies more than one collocation location within the SPRINT MISSOURI, INC. premises, NEW EDGE NETWORK, INC. may interconnect its equipment contained in the two separate collocation locations by the most efficient and economic means that is technically feasible in accordance with standard connection methods and procedures, sound engineering principles and safety concerns.
- D. Space and Quote Intervals: For up to 5 applications submitted within a 15 day period, SPRINT MISSOURI, INC. shall provide confirmation of space availability within 10 calendar days from receipt of a completed application and Application Fee. Typically, UNITED TELEPHONE COMPANY OF MISSOURI, INC. will provide price quotes within 30 days.

For more than 5 applications submitted within a 15 day period, the response interval for space availability and price estimation shall be negotiated by the Parties.

- E. Construction Intervals: In situations where collocation space and associated requirements are available, SPRINT MISSOURI, INC. will make good faith efforts to provide cageless collocation within sixty (60) calendar days, subject to additional time for asbestos removal or extraordinary construction. SPRINT MISSOURI, INC. will promptly notify NEW EDGE NETWORK, INC. upon completion of the preparation of the Premises and will permit NEW EDGE NETWORK, INC.'s use thereof as soon as such arrangements are available.
 - F. NEW EDGE NETWORK, INC. may interconnect equipment or facilities in its collocation location(s) with equipment or facilities within another carrier's collocation location by the most efficient and economic means that is technically feasible in accordance with standard connection methods and procedures, sound engineering principles and safety concerns.
 - G. NEW EDGE NETWORK, INC. shall not occupy or use the Premises, or permit the Premises to be occupied or used, for any purpose, act or thing, other than the provision of Telecommunications Services. If SPRINT MISSOURI, INC. determines, that such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any insurance policy carried on the Building or covering its operation; or (iv) violates the terms of this License SPRINT MISSOURI, INC. may suspend NEW EDGE NETWORK, INC. operations in the relevant collocation location(s) subject to the dispute settlement mechanisms of this Agreement.
3. Condition of Proposed Collocation Location: NEW EDGE NETWORK, INC. will be afforded the opportunity to inspect the relevant premises upon making a collocation request to SPRINT MISSOURI, INC.. NEW EDGE NETWORK, INC. represents to SPRINT MISSOURI, INC. that it will exercise the opportunity to inspect the premises and that, subject to the completion of any construction work requested by NEW EDGE NETWORK, INC. which needs to be completed prior to the Date of Occupancy, NEW EDGE NETWORK, INC. will inform SPRINT MISSOURI, INC. within 20 days of the inspection of any deficiencies necessary to bring the collocation locations into full compliance with the obligations of SPRINT MISSOURI, INC. under this Agreement.
4. Assignment. The right to occupy a collocation location is not assignable in part; any attempt to assign this License in part will be considered a material breach hereof. The right to occupy a collocation location is not assignable in whole by NEW EDGE NETWORK, INC. without the prior written consent of SPRINT MISSOURI, INC., which consent shall not be unreasonably withheld; provided, however, that NEW EDGE NETWORK, INC. may assign its right to occupy a collocation

location in whole to a subsidiary or affiliate of NEW EDGE NETWORK, INC. if such subsidiary or affiliate (i) agrees in writing to be bound by the terms of this Agreement, and (ii) provides SPRINT MISSOURI, INC. with any and all evidence of its compliance with the terms hereof as would have been required of NEW EDGE NETWORK, INC. had this Agreement not been assigned, including, but not limited to, current certificates of insurance as required by Section 9 hereof. Any attempt to assign NEW EDGE NETWORK, INC.'s right to occupy a collocation location without such prior written consent shall be void and of no effect. SPRINT MISSOURI, INC.'s consent to any assignment of NEW EDGE NETWORK, INC.'s collocation location shall not be deemed a waiver of the need to obtain such consent as to any future assignment or of SPRINT MISSOURI, INC.'s right to withhold consent to such assignment. If NEW EDGE NETWORK, INC. requests that SPRINT MISSOURI, INC. consent to the assignment of NEW EDGE NETWORK, INC.'s right to occupy a collocation location, NEW EDGE NETWORK, INC. shall pay all costs and expenses, including, but not limited to, reasonable attorneys' fees, of SPRINT MISSOURI, INC. in evaluating, processing, documenting, administering and approving such assignment, whether or not the requested assignment is eventually approved.

In no event shall NEW EDGE NETWORK, INC.'s right to occupy a collocation location or any rights or privileges hereunder be an asset of NEW EDGE NETWORK, INC. under any bankruptcy, insolvency or reorganization proceedings.

5. Use of Common Areas. NEW EDGE NETWORK, INC., its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the SPRINT MISSOURI, INC. premises as are designated by SPRINT MISSOURI, INC. from time to time, including, but not limited to, the right to use rest rooms in proximity to NEW EDGE NETWORK, INC.'s collocation location(s), corridors and other access ways from the entrance to the Building, the collocation location(s), and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of NEW EDGE NETWORK, INC. at the NEW EDGE NETWORK, INC.'s collocation location(s); provided, however, that SPRINT MISSOURI, INC. shall have the right to reserve parking spaces for SPRINT MISSOURI, INC.'s exclusive use or use by other occupants of the Building. SPRINT MISSOURI, INC. does not guarantee that there is or will be sufficient parking spaces in parking areas to meet NEW EDGE NETWORK, INC.'s needs. SPRINT MISSOURI, INC. does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of SPRINT MISSOURI, INC., and SPRINT MISSOURI, INC. shall have the right to change the level, location and arrangement of parking areas and other common areas as SPRINT MISSOURI, INC. may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as SPRINT MISSOURI, INC. may from time to time impose.
6. SPRINT MISSOURI, INC.'s Services and Obligations. For the term of this Agreement, unless earlier terminated, SPRINT MISSOURI, INC. shall furnish the following services:
 - A. Establishment of Collocation Enclosure. Prior to the occupancy of the collocation location by NEW EDGE NETWORK, INC., SPRINT MISSOURI, INC. will establish a secure enclosure defining the location of the NEW EDGE NETWORK, INC.'s collocation location (the "Collocation Enclosure") if requested to do so by NEW EDGE NETWORK, INC..
 - B. Environmental Controls. SPRINT MISSOURI, INC. shall furnish air conditioning and/or other environmental controls for the area in which the collocation location is located in a manner consistent with those provided elsewhere in the Building. SPRINT MISSOURI, INC. shall furnish air conditioning and/or other environmental controls for NEW EDGE NETWORK, INC.'s collocation location(s) based on information provided by NEW EDGE NETWORK, INC. to SPRINT MISSOURI, INC. in its application which NEW EDGE NETWORK, INC. hereby represents to SPRINT MISSOURI, INC. is sufficient to allow the NEW EDGE NETWORK, INC. installed equipment to function without risk of harm or damage to the collocation location(s), the Building or any equipment or facilities of SPRINT MISSOURI, INC. or any other occupant of the Building.

If NEW EDGE NETWORK, INC. locates equipment or facilities in its collocation location(s) which SPRINT MISSOURI, INC. determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by SPRINT MISSOURI, INC. in the Building, SPRINT MISSOURI, INC. reserves the right to provide and install supplementary air conditioning units or other environmental control devices in its premises, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by NEW EDGE NETWORK, INC.'s equipment

or facilities shall be paid by NEW EDGE NETWORK, INC. to SPRINT MISSOURI, INC. in an amount that is proportional to the environmental demands made by the equipment and facilities of NEW EDGE NETWORK, INC., SPRINT MISSOURI, INC., and other collocating carriers placed since the units and devices were last sized for the Premises.

If NEW EDGE NETWORK, INC. equipment requires cooling capability in excess of that normally provided by SPRINT MISSOURI, INC. for its own equipment, any required supplementary air conditioning required by NEW EDGE NETWORK, INC. shall be paid by NEW EDGE NETWORK, INC. to SPRINT MISSOURI, INC..

- C. Electricity. Electricity shall be provided by SPRINT MISSOURI, INC. in sufficient amount to provide ordinary lighting, heating and air conditioning of the collocation location(s). In addition, SPRINT MISSOURI, INC. shall provide one 15 amp, 110 volt A.C. power circuit for NEW EDGE NETWORK, INC.'s use. If NEW EDGE NETWORK, INC. requires additional electric capacity, such capacity will be supplied by SPRINT MISSOURI, INC.; provided, however, that the provision of such electricity shall be contingent upon NEW EDGE NETWORK, INC. paying SPRINT MISSOURI, INC. an additional fee, in an amount to be agreed upon by the parties for such additional electricity. Notwithstanding any other provision of this Agreement to the contrary, SPRINT MISSOURI, INC. reserves the right to monitor NEW EDGE NETWORK, INC.'s use of electricity to determine if the electricity provided is sufficient to support the activity being carried out by the NEW EDGE NETWORK, INC. at its collocation location(s). If SPRINT MISSOURI, INC., in the exercise of its sole discretion, determines that the electricity provided to the customer pursuant to this Section 6(c) is insufficient to support the activity being carried on by the NEW EDGE NETWORK, INC. in its collocation location(s), SPRINT MISSOURI, INC. may require the installation of additional electrical circuits to provide NEW EDGE NETWORK, INC. with additional electricity and NEW EDGE NETWORK, INC. shall reimburse SPRINT MISSOURI, INC. for any expenses incurred in making such additional electrical circuits available to NEW EDGE NETWORK, INC. collocation location(s) and providing such additional electricity.

NEW EDGE NETWORK, INC. covenants and agrees that, absent SPRINT MISSOURI, INC. willful misconduct or gross negligence, SPRINT MISSOURI, INC. shall not be liable or responsible to NEW EDGE NETWORK, INC. for any loss, damage or expense which NEW EDGE NETWORK, INC. may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for NEW EDGE NETWORK, INC.'s requirements.

NEW EDGE NETWORK, INC. covenants and agrees that its use of electric current shall never exceed the capacity of existing feeders to the Building or the Premises, when reviewed in conjunction with electrical usage of other occupants in the Building.

- D. Water. SPRINT MISSOURI, INC., where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by SPRINT MISSOURI, INC., for the non-exclusive use of NEW EDGE NETWORK, INC., SPRINT MISSOURI, INC. and any other building occupant. NEW EDGE NETWORK, INC. shall not waste or permit the waste of water.
- E. Fire Safety System. Subject to the provisions of Section 7(E) hereof, SPRINT MISSOURI, INC. may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Premises designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. SPRINT MISSOURI, INC. shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

Stand alone fire extinguishers will be provided in and about the Building and the Premises by SPRINT MISSOURI, INC. as required by applicable fire codes.

SPRINT MISSOURI, INC. and SPRINT MISSOURI, INC.'s insurance carriers will perform regular inspections of fire protection systems, and NEW EDGE NETWORK, INC. hereby agrees to provide SPRINT MISSOURI, INC. and SPRINT MISSOURI, INC.'s insurance carriers access to its collocation location(s) for purposes of such inspections, via pass key or otherwise. SPRINT MISSOURI, INC. agrees to NEW EDGE NETWORK, INC. with

notice of its intent to NEW EDGE NETWORK, INC.'s Premises where, in SPRINT MISSOURI, INC.'s sole discretion, such notice is practicable; provided, however, that no failure of SPRINT MISSOURI, INC. to give such notice will affect SPRINT MISSOURI, INC.'s right of access or impose any liability on SPRINT MISSOURI, INC.. SPRINT MISSOURI, INC. will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of NEW EDGE NETWORK, INC., its employees, agents or invitees, in which case NEW EDGE NETWORK, INC. shall reimburse SPRINT MISSOURI, INC. for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the NEW EDGE NETWORK, INC. shall, if at fault, and at SPRINT MISSOURI, INC.'s option, replace Halon or other fire extinguishing material discharged as a result of NEW EDGE NETWORK, INC.'s act or omission. NEW EDGE NETWORK, INC. shall have no duty to inspect fire protection systems outside its collocation location(s); provided, however, if NEW EDGE NETWORK, INC. is aware of damage to the fire protection systems it shall promptly notify SPRINT MISSOURI, INC..

NEW EDGE NETWORK, INC. is aware the Premises will contain a fire detection and may contain a fire suppression system. In the event of discharge, SPRINT MISSOURI, INC. is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of SPRINT MISSOURI, INC., its officers, agents or employees.

- F. Security Service. SPRINT MISSOURI, INC. shall furnish Building and Property security in accordance with its normal business practices. Other than the locks on the entrances to any NEW EDGE NETWORK, INC. collocation enclosures, SPRINT MISSOURI, INC. shall provide no security specific to NEW EDGE NETWORK, INC.'s collocation location(s). SPRINT MISSOURI, INC. shall not be liable to NEW EDGE NETWORK, INC. or any other party for loss of or damage to NEW EDGE NETWORK, INC.'s collocation location(s) or NEW EDGE NETWORK, INC. equipment by third parties unless SPRINT MISSOURI, INC. has failed to provide Building and Property security in accordance with its normal business practices.
- G. Elevator Service. SPRINT MISSOURI, INC. shall furnish passenger elevator service as necessary to reach NEW EDGE NETWORK, INC.'s collocation location(s) or common areas to which NEW EDGE NETWORK, INC. has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by NEW EDGE NETWORK, INC.'s contractors, employees or agents shall be provided at times reasonably satisfactory to SPRINT MISSOURI, INC..
- H. Repairs. SPRINT MISSOURI, INC. shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments or decorating to NEW EDGE NETWORK, INC.'s collocation location(s), Building and Property, in a manner consistent with SPRINT MISSOURI, INC.'s normal business practices.

SPRINT MISSOURI, INC. shall not be obligated to inspect NEW EDGE NETWORK, INC. collocation location(s), make any repairs or perform any maintenance unless first notified of the need in writing by NEW EDGE NETWORK, INC.. If SPRINT MISSOURI, INC. shall fail to commence such repairs or maintenance within 20 5 days after written notification, provided that such delays are not caused by NEW EDGE NETWORK, INC.'s sole right and remedy shall be, after further notice to SPRINT MISSOURI, INC., to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

SPRINT MISSOURI, INC. shall, where practical, provide NEW EDGE NETWORK, INC. with 24 hours prior notice before making repairs and/or performing maintenance relating to NEW EDGE NETWORK, INC. collocation location(s); provided, however, that SPRINT MISSOURI, INC. shall have no obligation to provide such notice if SPRINT MISSOURI, INC. determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or NEW EDGE NETWORK, INC.'s collocation location(s), or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by SPRINT MISSOURI, INC.; provided, however, that NEW EDGE NETWORK, INC. shall pay SPRINT MISSOURI, INC. for overtime and for any other expenses incurred if such work is done during other than normal working hours at NEW EDGE NETWORK, INC.'s request. NEW EDGE

NETWORK, INC. shall have the right, at its sole expense, to be present during repair or maintenance of the Premises.

The cost of all repairs and maintenance performed by or on behalf of SPRINT MISSOURI, INC. to NEW EDGE NETWORK, INC.'s collocation location(s) which are, in SPRINT MISSOURI, INC.'s reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by NEW EDGE NETWORK, INC. or NEW EDGE NETWORK, INC.'s employees, invitees or agents, shall be paid by NEW EDGE NETWORK, INC. to SPRINT MISSOURI, INC. within 10 days after being billed for such repairs and maintenance by SPRINT MISSOURI, INC..

- I. **Interruption of Services.** SPRINT MISSOURI, INC. reserves the right to stop any service when SPRINT MISSOURI, INC. deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, SPRINT MISSOURI, INC. agrees to use its best efforts not to interfere with NEW EDGE NETWORK, INC.'s use of Premises. SPRINT MISSOURI, INC. does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of SPRINT MISSOURI, INC..

No such interruption of service shall be deemed an eviction or disturbance of NEW EDGE NETWORK, INC.'s use of its collocation location(s) or any part thereof, or render SPRINT MISSOURI, INC. liable to NEW EDGE NETWORK, INC. for damages, by abatement of NEW EDGE NETWORK, INC. Fees or otherwise, except as set forth in the Tariff, or relieve NEW EDGE NETWORK, INC. from performance of its obligations under this Agreement. NEW EDGE NETWORK, INC. hereby waives and releases all other claims against SPRINT MISSOURI, INC. for damages for interruption or stoppage of service.

SPRINT MISSOURI, INC. shall have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

- J. **NEW EDGE NETWORK, INC. Right of Access.** Subject to reasonable building rules and any applicable Security Arrangements, NEW EDGE NETWORK, INC. shall have the right of entry 24 hours per day to the Building, common areas, NEW EDGE NETWORK, INC. collocation location(s) and common cable space. Prior notification to SPRINT MISSOURI, INC. may be required.

SPRINT MISSOURI, INC., at NEW EDGE NETWORK, INC.'s expense, may issue non-employee photo identification cards for each NEW EDGE NETWORK, INC. employee or vendor. Temporary identification cards may otherwise be provided by SPRINT MISSOURI, INC. for employees or agents, contractors and invitees of NEW EDGE NETWORK, INC. who may require occasional access to the Premises.

SPRINT MISSOURI, INC. may issue access cards, codes, or keys to NEW EDGE NETWORK, INC.'s listed employees or vendors where such systems are available and their use by NEW EDGE NETWORK, INC. will not otherwise compromise building security.

SPRINT MISSOURI, INC. reserves the right to close and keep locked all entrance and exit doors of the Building during hours SPRINT MISSOURI, INC. may deem advisable for the adequate protection of the Building.

Use of the Building at any time it is unattended by appropriate SPRINT MISSOURI, INC. personnel, or on Sundays and state and federal or other holidays recognized by SPRINT MISSOURI, INC., or, if NEW EDGE NETWORK, INC.'s collocation location(s) is not fully segregated from areas of the building containing SPRINT MISSOURI, INC. equipment, may result in NEW EDGE NETWORK, INC. requiring security accompaniment and shall be subject to such reasonable rules and regulations as SPRINT MISSOURI, INC. may from time to time prescribe.

7. **NEW EDGE NETWORK, INC.'s Obligations.**

- A. **Access Right of SPRINT MISSOURI, INC..** NEW EDGE NETWORK, INC. will

allow SPRINT MISSOURI, INC. access to its collocation location(s) at all times, via pass key or otherwise, to allow SPRINT MISSOURI, INC. to react to emergencies, to maintain the space (not including NEW EDGE NETWORK, INC.'s equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or UNITED TELEPHONE COMPANY OF MISSOURI, INC., or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless NEW EDGE NETWORK, INC. has waived such notice elsewhere in this Agreement, and if conditions permit, UNITED TELEPHONE COMPANY OF MISSOURI, INC. will provide NEW EDGE NETWORK, INC. with notice of its intent to access NEW EDGE NETWORK, INC.'s collocation location(s), thereby providing NEW EDGE NETWORK, INC. the option to be present at the time of access. NEW EDGE NETWORK, INC. shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

- B. Inspection and Janitorial. NEW EDGE NETWORK, INC. shall regularly inspect its collocation location(s) to ensure they are in good working condition. NEW EDGE NETWORK, INC. shall promptly notify SPRINT MISSOURI, INC. of any damage to its collocation location(s) or of the need to perform any repair or maintenance of the collocation location(s), fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the collocation locations). NEW EDGE NETWORK, INC. shall provide regular janitorial service to its collocation location(s) and keep the collocation location(s) clean and trash free.
- C. Security Arrangements. NEW EDGE NETWORK, INC. agrees to abide by all of SPRINT MISSOURI, INC.'s security practices for non-SPRINT MISSOURI, INC. employees with access to the Building, including, without limitation:
- (1) NEW EDGE NETWORK, INC. will supply to SPRINT MISSOURI, INC., and update as changes occur, a list of its employees or approved vendors who require access to the Building. The list will include the social security numbers of all such individuals.
 - (2) NEW EDGE NETWORK, INC. is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to its collocation locations. All cards, codes, or keys must be returned upon termination of this Agreement. Unreturned or replacement cards, codes, or keys may be subject to a fee at the discretion of SPRINT MISSOURI, INC..
 - (3) NEW EDGE NETWORK, INC.'s employees, agents, invitees and vendors must display identification cards at all times.
 - (4) NEW EDGE NETWORK, INC. will assist SPRINT MISSOURI, INC. in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.
 - (5) In a manner consistent with Building regulations, NEW EDGE NETWORK, INC. shall list all furniture, equipment and similar articles NEW EDGE NETWORK, INC. desires to remove from its collocation locations or the Building and deliver a copy to SPRINT MISSOURI, INC. and procure a removal permit from building security authorizing Building employees to permit such articles to be removed.
 - (6) Before leaving its collocation location(s) unattended, NEW EDGE NETWORK, INC. shall close and securely lock any doors and windows and shut off unnecessary equipment in the collocation location(s). Any damage resulting from NEW EDGE NETWORK, INC.'s failure to do so shall be the responsibility of NEW EDGE NETWORK, INC..
 - (7) NEW EDGE NETWORK, INC. shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by SPRINT MISSOURI, INC. NEW EDGE NETWORK, INC. shall promptly update this information as changes occur.

- D. Telephone. NEW EDGE NETWORK, INC. shall, at its own expense, install and maintain regular business telephone service in its collocation location. SPRINT MISSOURI, INC. will facilitate the provisioning of such service.
- E. Fire Protection Systems. NEW EDGE NETWORK, INC. shall, with the prior written consent of SPRINT MISSOURI, INC., have the right to provide additional fire protection systems within its collocation location(s); provided, however, that NEW EDGE NETWORK, INC. may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or its collocation location(s). If any governmental bureau, department or organization or SPRINT MISSOURI, INC.'s insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within NEW EDGE NETWORK, INC.'s collocation locations, such changes, modifications or additions shall be made by SPRINT MISSOURI, INC. and NEW EDGE NETWORK, INC. shall reimburse SPRINT MISSOURI, INC. for the cost thereof. If any governmental bureau, department or organization or SPRINT MISSOURI, INC.'s insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which NEW EDGE NETWORK, INC.'s collocation location(s) in general are located, such changes, modifications, or additions shall be made by SPRINT MISSOURI, INC. and NEW EDGE NETWORK, INC. shall reimburse SPRINT MISSOURI, INC. for the cost thereof in the same proportion as the square footage of NEW EDGE NETWORK, INC.'s collocation location(s) as compared to the total square footage of all areas occupied by SPRINT MISSOURI, INC. and other collocating carriers in the affected portion of the Building.
- F. Hazardous Materials. NEW EDGE NETWORK, INC. shall identify and shall notify SPRINT MISSOURI, INC. in writing of any Hazardous Materials NEW EDGE NETWORK, INC. may bring onto the Property, and will provide SPRINT MISSOURI, INC. copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.) NEW EDGE NETWORK, INC., its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. NEW EDGE NETWORK, INC. will promptly notify SPRINT MISSOURI, INC. of any releases of Hazardous Materials and will copy SPRINT MISSOURI, INC. on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

NEW EDGE NETWORK, INC. shall provide SPRINT MISSOURI, INC. copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

If SPRINT MISSOURI, INC. discovers that NEW EDGE NETWORK, INC. has brought onto SPRINT MISSOURI, INC.'s Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, SPRINT MISSOURI, INC. may, at SPRINT MISSOURI, INC.'s option and without penalty, remove such Hazardous Materials, terminate this License, or suspend performance hereunder. NEW EDGE NETWORK, INC. shall be responsible for, without cost to SPRINT MISSOURI, INC., the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. NEW EDGE NETWORK, INC. shall also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Agreement. If SPRINT MISSOURI, INC. elects to terminate this License or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this License, NEW EDGE NETWORK, INC. shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to SPRINT MISSOURI, INC. for defaults under this Agreement.

NEW EDGE NETWORK, INC. shall indemnify and hold harmless SPRINT MISSOURI, INC., its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or

incurred by, SPRINT MISSOURI, INC. or asserted against SPRINT MISSOURI, INC. by any other party or parties (including, without limitation, SPRINT MISSOURI, INC.'s employees and/or contractors and any governmental entity) arising out of, or in connection with, NEW EDGE NETWORK, INC.'s use, storage or disposal of Hazardous Materials.

For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

- G. Various Prohibited Uses. NEW EDGE NETWORK, INC. shall not do or permit anything to be done upon its collocation location(s), or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. NEW EDGE NETWORK, INC. shall not do or permit anything to be done upon its collocation locations which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of SPRINT MISSOURI, INC., any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property.

NEW EDGE NETWORK, INC. shall not, without the prior written consent of SPRINT MISSOURI, INC.: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in its collocation location(s); (ii) use its collocation location(s) for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in its collocation location(s); or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in its collocation location(s) or permit the presence of any animals except those used by the visually impaired. SPRINT MISSOURI, INC. may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

- H. Rules of Conduct. NEW EDGE NETWORK, INC., its employees, agents, contractors, and business invitees shall (i) comply with all rules and regulations which SPRINT MISSOURI, INC. may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Property and NEW EDGE NETWORK, INC.'s collocation location(s) and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances which are applicable to its collocation locations and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon its collocation location(s) during the Term of this License or any extension hereof.
- I. Alterations. NEW EDGE NETWORK, INC. shall not make installations, structural alterations, or additions in or to its collocation location(s) without submitting plans and specifications to SPRINT MISSOURI, INC. and securing the prior written consent of SPRINT MISSOURI, INC. in each instance. NEW EDGE NETWORK, INC. shall include in its plans information related to the impact on power or air conditioning requirements. SPRINT MISSOURI, INC.'s consent shall not be unreasonably withheld or unduly delayed for alterations to NEW EDGE NETWORK, INC.'s collocation locations that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of NEW EDGE NETWORK, INC..

All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with SPRINT MISSOURI, INC.'s transaction of business. NEW EDGE NETWORK, INC. shall permit SPRINT MISSOURI, INC. to inspect all construction operations within its collocation location(s) and to approve contractors not previously certified, which approval shall not be unreasonably withheld. If alterations are

made by NEW EDGE NETWORK, INC.'s contractors, NEW EDGE NETWORK, INC. shall furnish to SPRINT MISSOURI, INC. prior to commencement thereof, any required building permits and certificates of insurance or performance bonds of NEW EDGE NETWORK, INC.'s contractors and sub-contractors. Any such insurance to be provided by NEW EDGE NETWORK, INC.'s contractors or sub-contractors shall provide for coverage in amounts not less than as required by SPRINT MISSOURI, INC. of or NEW EDGE NETWORK, INC. under Section 9 of this Attachment. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used shall be furnished to SPRINT MISSOURI, INC.. NEW EDGE NETWORK, INC. and its contractors and sub-contractors shall hold SPRINT MISSOURI, INC. harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with installations, alterations or additions.

All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the collocation location(s) by and at the expense of NEW EDGE NETWORK, INC. or others shall become the property of SPRINT MISSOURI, INC., and shall remain upon and be surrendered with the collocation location(s). Upon termination of this Agreement, however, SPRINT MISSOURI, INC. shall have the right to require NEW EDGE NETWORK, INC. to remove such fixtures and installations, alterations or additions at NEW EDGE NETWORK, INC.'s expense, and to surrender the collocation location(s) in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

All fixtures and other equipment to be used by NEW EDGE NETWORK, INC. in, about or upon its collocation location(s) shall be subject to the prior written approval of SPRINT MISSOURI, INC., which shall not be unreasonably withheld.

- J. Fireproofing Policy. NEW EDGE NETWORK, INC. shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Building, outside or inside, without the prior written consent of SPRINT MISSOURI, INC.. If NEW EDGE NETWORK, INC. desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of NEW EDGE NETWORK, INC.. SPRINT MISSOURI, INC. shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with SPRINT MISSOURI, INC.'s fireproofing policy, any penetrations by NEW EDGE NETWORK, INC., whether in its collocation location(s), the Building or otherwise, shall be sealed as quickly as possible by NEW EDGE NETWORK, INC. with SPRINT MISSOURI, INC.-approved fire barrier sealants, or by SPRINT MISSOURI, INC. at NEW EDGE NETWORK, INC.'s cost.
- K. Overload Any Floor. NEW EDGE NETWORK, INC. shall not exceed the Uniformly Distributed Live Load Capacity.
- L. Signs. NEW EDGE NETWORK, INC. shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on its collocation location(s), without the prior written consent of SPRINT MISSOURI, INC. except that NEW EDGE NETWORK, INC. shall clearly mark and delineate its collocation location(s) by signage and/or floor markings to avoid misidentification with equipment and facilities belonging to SPRINT MISSOURI, INC. or other collocating carriers..
- M. Advertising. NEW EDGE NETWORK, INC. shall not use the name of the Building or SPRINT MISSOURI, INC. for any purpose other than that of a business address of NEW EDGE NETWORK, INC., or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of SPRINT MISSOURI, INC..
- N. Articles Sold. NEW EDGE NETWORK, INC. shall not exhibit, sell or offer for sale, rent or exchange in its collocation location(s) or on the Property any article, thing or service except those ordinarily embraced within the use of the collocation location(s) specified in Section 2 of this Attachment without the prior written consent of SPRINT MISSOURI, INC..

- O. Cleanliness and Obstruction of Public Areas. NEW EDGE NETWORK, INC. shall not place anything or allow anything to be placed near the glass of any door, partition or window which SPRINT MISSOURI, INC. determines is unsightly from outside the Premises; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. NEW EDGE NETWORK, INC. shall lend its full cooperation to keep such areas free from all obstruction and in a clean and slightly condition, move all supplies, furniture and equipment directly to its collocation location(s) as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
 - P. Equipment Grounding. NEW EDGE NETWORK, INC. equipment shall be connected to SPRINT MISSOURI, INC.'s grounding system.
 - Q. Representations and Warranties. NEW EDGE NETWORK, INC. hereby represents and warrants that the information provided to SPRINT MISSOURI, INC. in any application or other documentation relative to NEW EDGE NETWORK, INC.'s request for telecommunications facility interconnection and SPRINT MISSOURI, INC. premises collocation as contemplated in this Attachment is and shall be true and correct, and that NEW EDGE NETWORK, INC. has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.
8. Rights Reserved to SPRINT MISSOURI, INC.. SPRINT MISSOURI, INC. shall have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to NEW EDGE NETWORK, INC. for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of NEW EDGE NETWORK, INC.'s use or possession or giving rise to any claim for offsets, or abatement of rent:
- A. To change the name or street address of the Building;
 - B. To install and maintain signs on the exterior and interior of the Building or anywhere on the Property;
 - C. To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Premises;
 - D. To have pass keys or access cards with which to unlock all doors in NEW EDGE NETWORK, INC.'s collocation location(s), excluding any NEW EDGE NETWORK, INC. safes;
 - E. To enter the NEW EDGE NETWORK, INC.'s collocation locations for the purposes of examining or inspecting same and of making such repairs or alterations as SPRINT MISSOURI, INC. deems necessary for health and safety reasons. NEW EDGE NETWORK, INC. hereby waives any claim for damage, injury, interference with NEW EDGE NETWORK, INC.'s business, any loss of occupancy or quiet enjoyment of the its collocation location(s), and any other loss occasioned by the exercise of SPRINT MISSOURI, INC.'s access rights, except in the event such damages result solely from the gross negligence or willful misconduct of SPRINT MISSOURI, INC.
 - F. To use any means SPRINT MISSOURI, INC. may deem proper to gain access to NEW EDGE NETWORK, INC.'s collocation location(s) in an emergency. Entry into the NEW EDGE NETWORK, INC. collocation location(s) obtained by SPRINT MISSOURI, INC. by any such means in an emergency shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of NEW EDGE NETWORK, INC. from its collocation location(s) or any portion thereof.
 - G. If it becomes necessary in SPRINT MISSOURI, INC.'s reasonable judgment, and there are no other reasonable alternatives available, SPRINT MISSOURI, INC. shall have the right, for good cause shown, and upon 30 days prior notice, to reclaim NEW EDGE NETWORK, INC.'s collocation location or any portion thereof, any Inner

Duct, Outside Cable Duct, Cable Vault space or other SPRINT MISSOURI, INC.-provided facility. In such cases, SPRINT MISSOURI, INC. will reimburse NEW EDGE NETWORK, INC. for reasonable direct costs and expenses in connection with such reclamation and use best efforts to provide NEW EDGE NETWORK, INC. alternative facilities of identical functionality.

- H. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements and obligations owed to other carriers pursuant to federal statute and regulations;
- I. To require all persons entering or leaving the Building during such hours as SPRINT MISSOURI, INC. may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from NEW EDGE NETWORK, INC.'s collocation location(s) or the Property. SPRINT MISSOURI, INC. assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of SPRINT MISSOURI, INC.;
- J. To approve the weight, size and location of safes, computers and all other heavy articles in and about the NEW EDGE NETWORK, INC. collocation location(s) and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or collocation location(s) only at such times and in such a manner as SPRINT MISSOURI, INC. shall direct and in all events at NEW EDGE NETWORK, INC.'s sole risk and responsibility;
- K. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the NEW EDGE NETWORK, INC. collocation location(s), the Property, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through NEW EDGE NETWORK, INC. collocation location(s) or any part of the Property all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that SPRINT MISSOURI, INC. shall limit inconvenience or annoyance to NEW EDGE NETWORK, INC. as reasonably possible under the circumstances and that SPRINT MISSOURI, INC. use reasonable efforts to avoid hindering or disrupting the telecommunications services of NEW EDGE NETWORK, INC.;
- L. To do or permit to be done any work in SPRINT MISSOURI, INC. premises external to the NEW EDGE NETWORK, INC. collocation location(s) or the Property or any adjacent or nearby building, land, street or alley;
- M. To grant to anyone the exclusive right to conduct any business or render any service on the SPRINT MISSOURI, INC. premises, provided such exclusive right shall not operate to exclude NEW EDGE NETWORK, INC. from the use expressly permitted by this Attachment, unless SPRINT MISSOURI, INC. exercises its right to terminate a NEW EDGE NETWORK, INC. collocation location(s);
- N. To close the Building at such reasonable times as SPRINT MISSOURI, INC. may determine, subject to NEW EDGE NETWORK, INC.'s right to admittance under such reasonable regulations as shall be prescribed from time to time by SPRINT MISSOURI, INC.;
- O. If it becomes necessary in SPRINT MISSOURI, INC.'s reasonable judgment, and there are no other reasonable alternatives, to require NEW EDGE NETWORK, INC. to move to equivalent space in the SPRINT MISSOURI, INC.'s premises upon receipt of sixty (60) days written notice from SPRINT MISSOURI, INC., in which event, SPRINT MISSOURI, INC. shall pay all moving costs, and the collocation payments provided for herein shall remain the same;
- P. To designate all spaces to be occupied by NEW EDGE NETWORK, INC.'s facilities under this Attachment in accordance with applicable federal statutes and regulations and in light of NEW EDGE NETWORK, INC.'s requests made prior to and following NEW EDGE NETWORK, INC.'s initial inspection of the premises;

- Q. To perform all work, using SPRINT MISSOURI, INC. employees or contractors, necessary to ready the Premises for NEW EDGE NETWORK, INC.'s collocation request;
- R. To exercise all other rights reserved by SPRINT MISSOURI, INC. pursuant to the provisions of this Attachment; and
- S. To inspect the installation of NEW EDGE NETWORK, INC. equipment in the NEW EDGE NETWORK, INC.'s collocation location(s) prior to the connection of NEW EDGE NETWORK, INC. facilities to the SPRINT MISSOURI, INC. facilities.
9. Insurance. NEW EDGE NETWORK, INC. shall carry insurance, at NEW EDGE NETWORK, INC.'s expense, insuring NEW EDGE NETWORK, INC. and, except for worker's compensation, naming SPRINT MISSOURI, INC. as additional insured and/or loss payee, as its interest may appear. Such insurance shall contain such terms and conditions, provide such coverages and exclusions and be written by such companies as SPRINT MISSOURI, INC. shall, in the exercise of its reasonable discretion, find satisfactory. As of the Commencement Date, NEW EDGE NETWORK, INC. shall maintain the following coverages in the following amounts; provided, however, that SPRINT MISSOURI, INC. retains the right to require additional and/or different coverages and amounts for good cause shown during the period of NEW EDGE NETWORK, INC. physical collocation:
- (1) Commercial general liability, occurrence form, in limits of not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage liability insurance to include coverage for products/completed operations and explosion, collapse and underground liability;
 - (2) "All Risk" property insurance on a full replacement cost basis, insuring NEW EDGE NETWORK, INC.'s real and personal property situated on or within the Property. NEW EDGE NETWORK, INC. may elect to insure business interruption and contingent business interruption, as it is agreed that SPRINT MISSOURI, INC. has no liability for loss of profit or revenues should an interruption of service occur;
 - (3) Business auto insurance, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability;
 - (4) Worker's compensation insurance in accordance with statutory requirements, and employers' liability with a minimum amount of \$500,000 per accident; and
 - (5) Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate to provide excess limits over all primary liability coverages.

The limits of the insurance policies obtained by NEW EDGE NETWORK, INC. as required above shall in no way limit NEW EDGE NETWORK, INC.'s liability to SPRINT MISSOURI, INC. should NEW EDGE NETWORK, INC. be liable to SPRINT MISSOURI, INC. under the terms of this Attachment or otherwise.

NEW EDGE NETWORK, INC. shall furnish to SPRINT MISSOURI, INC. a certificate or certificates of insurance, satisfactory in form and content to SPRINT MISSOURI, INC., evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to SPRINT MISSOURI, INC..

All policies required of NEW EDGE NETWORK, INC. shall contain evidence of the insurer's waiver of the right of subrogation against SPRINT MISSOURI, INC. for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that SPRINT MISSOURI, INC. may carry. Any other provisions contained in this Section or elsewhere in this Attachment notwithstanding, the amounts of all insurance required to be obtained by NEW EDGE NETWORK, INC. shall not be less than an amount sufficient to prevent SPRINT MISSOURI, INC. from becoming a co-insurer.

12. **Partial Destruction.** If the NEW EDGE NETWORK, INC. collocation location(s) or a portion thereof sufficient to make the collocation location(s) substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, SPRINT MISSOURI, INC. may, at its option, terminate the license, restore the NEW EDGE NETWORK, INC.'s collocation location to its previous condition, or construct a new collocation location for NEW EDGE NETWORK, INC.. If SPRINT MISSOURI, INC. restores its premises, or constructs new premises, SPRINT MISSOURI, INC. will take NEW EDGE NETWORK, INC.'s needs for space into account when restoring or constructing the premises.

Notwithstanding any other provision of this Agreement to the contrary, if any casualty provision of this Attachment is the result of any act, omission or negligence of NEW EDGE NETWORK, INC., its agents, employees, contractors, licensees, customers or business invitees, unless SPRINT MISSOURI, INC. otherwise elects, this License shall not terminate, and, if SPRINT MISSOURI, INC. elects to make such repairs, NEW EDGE NETWORK, INC. shall reimburse SPRINT MISSOURI, INC. for the cost of such repairs, or NEW EDGE NETWORK, INC. shall repair such damage, including damage to the Building and the area surrounding it, and the collocation fees shall not abate.

If the building is damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that NEW EDGE NETWORK, INC.'s collocation location(s) may be directly unaffected, SPRINT MISSOURI, INC. may, at its election, terminate the License by giving written notice of its intent to terminate the License.

Notwithstanding any other provision of the License, SPRINT MISSOURI, INC. shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

13. **Eminent Domain.** If the Property, or any portion thereof which includes a substantial part of the NEW EDGE NETWORK, INC.'s collocation location(s), shall be taken or condemned by any competent authority for any public use or purpose, the NEW EDGE NETWORK, INC.'s physical collocation shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Property to conform to the changed grade, SPRINT MISSOURI, INC. shall have the right to terminate this License, or modify NEW EDGE NETWORK, INC.'s physical collocation in conformity with applicable federal and state regulations relating to collocation upon not less than 30 days notice. No money or other consideration shall be payable by SPRINT MISSOURI, INC. to NEW EDGE NETWORK, INC. for such termination or modification. NEW EDGE NETWORK, INC. shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.
14. **License Termination.** At the termination of NEW EDGE NETWORK, INC.'s physical collocation by lapse of time or otherwise:
- A. **Surrender of Keys.** NEW EDGE NETWORK, INC. shall surrender all keys, access cards and SPRINT MISSOURI, INC.-provided photo identification cards to its collocation locations and the Building to SPRINT MISSOURI, INC., and shall make known to SPRINT MISSOURI, INC. the combination of all combination locks remaining on its collocation locations.
 - B. **Vacate Premises.** NEW EDGE NETWORK, INC. shall remove its equipment from the Premises within 30 days.
 - C. **Return of Premises.** NEW EDGE NETWORK, INC. shall return to SPRINT MISSOURI, INC. the collocation location(s) and all equipment and fixtures of SPRINT MISSOURI, INC. in as good a condition and state of repair as when NEW EDGE NETWORK, INC. originally took possession, normal wear and tear or damage by fire or other casualty excepted. NEW EDGE NETWORK, INC. shall be responsible to SPRINT MISSOURI, INC. for the cost of any repairs that shall be made necessary by the acts or omissions of the NEW EDGE NETWORK, INC. or of its agents, employees, contractors or business invitees. SPRINT MISSOURI, INC. reserves the right to oversee NEW EDGE NETWORK, INC.'s withdrawal from the collocation location(s) and NEW EDGE NETWORK, INC. agrees to comply with all directives of SPRINT MISSOURI, INC. regarding the removal of equipment and restoration of the collocation location(s), including, without limitation, SPRINT MISSOURI, INC.'s directive to return the collocation location(s) in other than its original condition on the Date of Occupancy; provided, however,

that NEW EDGE NETWORK, INC. shall not be responsible for placing the collocation location(s) in other than its original condition if to do so would put NEW EDGE NETWORK, INC. to additional expense above and beyond that which would be necessary to return the collocation location(s) in its original condition.

- D. **Removal of Additions.** All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to NEW EDGE NETWORK, INC., in or upon the Premises, whether placed there by NEW EDGE NETWORK, INC. or SPRINT MISSOURI, INC., shall be SPRINT MISSOURI, INC.'s property and shall remain upon the collocation location(s), all without compensation, allowance or credit to NEW EDGE NETWORK, INC.; provided, however, that if prior to such termination or within 10 days thereafter, SPRINT MISSOURI, INC. so directs NEW EDGE NETWORK, INC. shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premise by NEW EDGE NETWORK, INC., failing which SPRINT MISSOURI, INC. may remove the same, and NEW EDGE NETWORK, INC. shall, upon demand, pay to SPRINT MISSOURI, INC. the cost of such removal and of any necessary restoration of the collocation location(s). No cable shall be removed from Inner Duct or Outside Cable Duct except as directed by SPRINT MISSOURI, INC..
 - E. **Property Presumed Abandoned.** All fixtures, installations, and personal property belonging to NEW EDGE NETWORK, INC. not removed from the Premises upon termination of physical collocation and not required by SPRINT MISSOURI, INC. to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by NEW EDGE NETWORK, INC. and title thereto shall pass to SPRINT MISSOURI, INC. under this Attachment as if by a Bill of Sale.
 - F. **Delay of Surrender.** If the collocation location(s) is not surrendered at the termination of the physical collocation, NEW EDGE NETWORK, INC. shall indemnify SPRINT MISSOURI, INC. against loss or liability resulting from delay by NEW EDGE NETWORK, INC. in so surrendering the collocation location(s), including, without limitation, any claims made by any succeeding tenant founded on such delay.
16. **Remedies of SPRINT MISSOURI, INC..** All rights and remedies of SPRINT MISSOURI, INC. herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.
- A. **Surrender of Premises.** Upon any termination of this Agreement, whether by lapse of time or otherwise, or upon any termination of NEW EDGE NETWORK, INC.'s right to possession without termination of this Agreement, NEW EDGE NETWORK, INC. shall surrender possession and vacate the collocation location(s) within 30 days, and deliver possession thereof to SPRINT MISSOURI, INC., and hereby grant to SPRINT MISSOURI, INC. full and free license to enter into and upon the collocation location in such event with or without process of law and to expel or remove NEW EDGE NETWORK, INC. and to remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to SPRINT MISSOURI, INC. hereunder or by operation of law.
 - B. **Sale of Building or Change in Building Lease Terms.** If the owner of the Building or SPRINT MISSOURI, INC. sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, SPRINT MISSOURI, INC.'s performance under this Agreement shall be excused to the extent of the inconsistency. SPRINT MISSOURI, INC. hereby agrees that it will use its reasonable efforts to avoid any such inconsistency including, but not limited to, providing for NEW EDGE NETWORK, INC.'s continued occupancy of its collocation locations in any such sale, transfer or assignment; provided, however, that this obligation shall in no way obligate SPRINT MISSOURI, INC. to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
17. **Bankruptcy.** If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or NEW EDGE NETWORK, INC., or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare NEW EDGE NETWORK, INC. insolvent or unable to pay NEW EDGE NETWORK, INC.'s debts, or NEW EDGE NETWORK, INC. makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for NEW EDGE NETWORK, INC. or for the major part of NEW EDGE NETWORK,

INC.'s property, SPRINT MISSOURI, INC. may, if SPRINT MISSOURI, INC. so elects but not otherwise, and with or without notice of such election or other action by SPRINT MISSOURI, INC., forthwith terminate this Agreement.

19. Asbestos. NEW EDGE NETWORK, INC. is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and NEW EDGE NETWORK, INC. hereby releases and agrees to hold SPRINT MISSOURI, INC. harmless from any and all liability to NEW EDGE NETWORK, INC. or any of its employees, agents or invitees as a result thereof. NEW EDGE NETWORK, INC. acknowledges that it has a right to inspect SPRINT MISSOURI, INC. premises after making a request for collocation and will inform SPRINT MISSOURI, INC. of any unsatisfactory conditions within 20 days of such inspection..
20. Subordination. This Attachment shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the collocation location and NEW EDGE NETWORK, INC. agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

EXHIBIT B

ATTACHMENT III

Network Elements

1. GENERAL

- 1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of providing local telephone service to its end users. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Attachment I of the Agreement and Exhibit B of Amendment One or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part A, Paragraph 2.2 of the Agreement.

2. UNBUNDLED NETWORK ELEMENTS

- 2.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunication Services to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. UNEs include:
 - 2.1.1. Network Interface Device ("NID")
 - 2.1.2. Local Loop
 - 2.1.3. Sub Loop
 - 2.1.4. Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)
 - 2.1.4.1. Local Switching
 - 2.1.4.2. Tandem Switching
 - 2.1.5. Interoffice Transport Facilities

2.1.5.1. Common

2.1.5.2. Dedicated

2.1.5.3. Dark Fiber

2.1.6. Signaling Networks & Call Related Databases

2.1.7. Operations Support Systems

2.1.8. Operator Services & Directory Assistance

2.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.

2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

3.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended.

3.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.

3.3. The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.

3.4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.

3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party

will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.

- 3.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Section 21 of the Agreement.
- 3.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Section 21 of the Agreement.

4. NETWORK INTERFACE DEVICE

- 4.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 4.2. The function of the NID is to establish the network demarcation point between a carrier (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 4.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled

loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to process detailed in Article 3 herein.

- 4.4. Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Attachment I of the Agreement or Exhibit B of Amendment One will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 4.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each party shall ground its NID independently of the other party's NID.

5. LOOP

- 5.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in Section 12 of this Amendment. The demarcation point is that point on the loop where the telephone company's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.
- 5.2. Conditioned Loops. Sprint will condition loops at CLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Exhibit B of Amendment One. Conditioning charges apply to all loops irrespective of the length of the loop.
- 5.3. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.

- 5.3.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
- 5.3.2. Cooperative Testing will be provided by Sprint at CLEC's expense. Cooperative Testing shall be scheduled such that both parties are aware of the testing date and time to ensure attendance. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 5 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.
- 5.3.3. Sprint will charge CLEC at the rates set out on Attachment 1 of the Agreement or Exhibit B of Amendment One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.

5.4. Voice Grade Loop Capabilities

- 5.4.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC's customer's premises. CLEC shall not install equipment on analog loops that exceeds the specified bandwidth.
- 5.4.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at CLEC's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
- 5.4.3. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

5.5. Non-Voice Grade Loops

- 5.5.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires CLEC to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management. If CLEC requires a change in the SMC of a particular loop, CLEC shall

notify Sprint in writing of the requested change in SMC (via a service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.

- 5.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 21 of the Agreement.
- 5.5.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will make alternative arrangements available to CLEC at CLEC's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
- 5.5.4. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 5.5.5. CLEC will submit a BFR for non-voice grade loops that are not currently price listed.
- 5.5.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 5.5.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 5.5.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393
Generic Requirements for ISDN Basic Access Digital
Subscriber Lines.
 - 5.5.7.2. For HDSL installations: Telcordia TA-NWT-001210
Generic Requirements for High-Bit-Rate Digital Subscriber

Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

5.5.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

5.5.7.4. As an alternative to 5.5.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

5.6. Non-Standard Non-Voice Grade Loops

5.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 5.5 are applicable.

5.7. Adherence to National Industry Standards

5.7.1. In providing advanced service loop technology, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

5.7.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

5.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

5.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;

5.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of

acceptability under this paragraph 5.7.2.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

- 5.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 5.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7, the degraded service shall not prevail against the newly deployed technology.
- 5.7.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 5.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.
- 5.8. Information to be Provided for Deployment of Advanced Services.
 - 5.8.1. In connection with the provision of advanced services, Sprint shall provide to CLEC:
 - 5.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 5.8.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

- 5.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 5.8.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
 - 5.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
 - 5.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 5.8.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 5.8.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

6. SUBLOOPS

- 6.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.
- 6.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 6.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC

covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Section 3 of this Amendment. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

- 6.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

7. LOCAL SWITCHING

- 7.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this Article for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.
- 7.2. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the BFR process. Pricing will be on a time and materials basis.
- 7.3. Technical Requirements
 - 7.3.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.

- 7.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
- 7.3.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
- 7.3.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.
- 7.4. Interface Requirements. Sprint shall provide the following interfaces:
 - 7.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 7.4.2. Coin phone signaling;
 - 7.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
 - 7.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
 - 7.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
 - 7.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).
- 7.5. Sprint shall provide access to interfaces, including but not limited to:
 - 7.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;
 - 7.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 7.5.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

8. TANDEM SWITCHING

- 8.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, IXC's and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 8.2. Technical Requirements
 - 8.2.1. The requirement for Tandem Switching include, but are not limited to, the following:
 - 8.2.1.1. Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
 - 8.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
 - 8.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.
 - 8.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 8.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 8.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).
 - 8.2.5. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.
 - 8.2.6. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 8.3. Interface Requirements

8.3.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.

8.3.2. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9. TRANSPORT

9.1. Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.

9.1.1. Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.

9.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

9.2. Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in Section 12. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.

9.2.1. Technical Requirements

9.2.1.1. Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:

9.2.1.1.1. When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3, STS-1) shall be dedicated to CLEC designated traffic.

9.2.1.1.2. Where Sprint has technology available, Sprint shall offer Dedicated Transport using currently available technologies including, but not

limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

10. SIGNALING SYSTEMS AND DATABASES

10.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.

10.2. Signaling Systems

10.2.1. Signaling Link Transport

10.2.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

10.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

10.2.2. Signaling Transfer Points (STPs)

10.2.2.1. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.

10.2.3. Technical Requirements. STPs shall provide access to and fully support the functions of all other Network Elements connected to the Sprint SS7 network. These include:

10.2.3.1. Sprint Local Switching or Tandem Switching;

10.2.3.2. Sprint Service Control Points/Databases;

10.2.3.3. Third-party local or Tandem Switching systems; and

10.2.3.4. Third party provides STPs.

10.2.4. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

10.2.4.1. An A-link interface from CLEC local switching systems; and

10.2.4.2. B- or D-link interface from CLEC STPs.

10.2.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

10.2.4.3.1. An A-link layer shall consist of two links,

10.2.4.3.2. A B- or D-link layer shall consist of four links,

10.2.4.3.3. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

10.3. Line Information Database (LIDB)

10.3.1. The LDB is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or CLEC's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

10.3.2. Technical Requirements

- 10.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by CLEC.
- 10.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with CLEC, shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 10.3.2.3. Sprint shall perform the following LIDB functions for CLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.
- 10.3.2.4. Sprint shall process CLEC's subscribers records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.
- 10.3.2.5. Sprint shall perform backup and recovery of all of CLEC's data in LIDB at Parity with backup and

recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

10.4. Toll Free Number Database

10.4.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call setup in response to queries from STPs. Sprint, under the terms of a separate agreement with CLEC, shall provide the Toll Free Number Database in accordance with the following:

10.4.1.1. Technical Requirements

10.4.1.1.1. Sprint shall make the Sprint Toll Free Number Database available for CLEC to query, from CLEC's designated switch including Sprint unbundled local switching with a toll-free number and originating information.

10.4.1.1.2. The Toll Free Number Database shall return CLEC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

10.4.1.2. Interface Requirements. The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

11. OPERATIONS SUPPORT SYSTEMS (OSS)

11.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in Exhibit B of Amendment One.

12. DARK FIBER

12.1. General Rules and Definition

12.1.1. Dark fiber is an optical transmission facility without attached

multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.

- 12.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements. Dark fiber is not a separate network element, but a subset of dedicated transport, loop and subloop network elements. Any rules and guidelines for these network elements, including accessibility, will apply to dark fiber.

12.2. Fiber Availability

- 12.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.
- 12.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.
- 12.2.3. Dark fiber will be leased on a first come first served basis.
- 12.2.4. CLECs can reserve fiber by submitting orders and paying for it. A CLEC may lease from two fibers up to 25% of the available fibers in a sheath. CLEC leased fiber is subject to the take-back provisions listed below.
- 12.2.5. Sprint will not restrict the use of leased dark fiber.

12.3. Interconnection Arrangements

- 12.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. CLEC must establish a point of interconnection (POI) to gain access. Virtual and physical collocation arrangements would normally be used by CLEC to locate the optical electronic equipment necessary to "light" leased dark fiber.
- 12.3.2. The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel. The CLEC fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.
- 12.3.3. Dark fiber will be provided in the following four manners:
 - 12.3.3.1. Dark fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. CLEC will establish a FPP POI in each office. Sprint and CLEC FPP will be connected via fiber patch cords.

12.3.3.2. Dark fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. CLEC will establish a FPP POI in the Sprint central office which will be connected to the Sprint FPP via a fiber patch cord. CLEC will establish a POI at the remote site and order a collocation or interconnection arrangement at Sprint's FPP. A fiber "pigtail" will connect the virtual appearance on Sprint's FPP and the CLEC POI.

12.3.3.3. Dark fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. CLEC must establish a POI in the Sprint remote site as described above and is responsible for providing facilities on the customer's premises.

12.3.3.4. Dark fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. CLEC must establish a POI in the Sprint central office and is responsible for providing facilities on the customer's premises.

12.4. Rules for Take Back

12.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations.

12.4.2. Sprint will provide CLEC 12 months written notice prior to taking back fiber.

12.4.3. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.

12.4.3.1. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.

12.4.3.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.

12.4.4. The Dispute Resolution Procedures found in Section 21 of the Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

12.5. Ordering Procedure

12.5.1. CLEC will submit orders for dark fiber via the local service request (LSR) process. Specific ordering instructions and procedures for determining the location of Sprint fiber are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries.

12.5.2. Sprint will review the request for availability and will respond to a CLEC within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date.

12.5.3. The order will be completed if dark fiber is available.

12.5.4. An explanation will accompany any rejection to a CLEC.

12.5.5. CLEC will follow the Dispute Resolution Process outlined in Section 21 of the Agreement if they wish to contest the rejection.

12.6. Maintenance and Testing

12.6.1. Each carrier is responsible for maintaining the facilities that it owns.

12.6.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. CLEC will conduct the end-to-end test in conjunction with dark fiber splicing.

12.6.3. Cooperative testing is available at CLEC's request. Additional rates and charges will apply.

12.7. Rates and Charges

12.7.1. The rates and charges for dark fiber will be developed as part of the BFR process as set forth in Section 3 of this Amendment.

12.7.2. Special construction charges may apply to accommodate a CLEC requested arrangement.

13. LOOP FREQUENCY UNBUNDLING

13.1. General Terms

13.1.1. Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by CLEC. Prices for each of the separate components offered in association with the HFS UNE are reflected in Attachment 1 of the Agreement or Exhibit B of Amendment One unless otherwise noted.

13.1.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 2.3 of the Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations

and at any accessible terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.

13.1.3. Sprint shall make the HFS UNE available to CLEC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

13.1.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.

13.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Attachment 1 of the Agreement or Exhibit B of Amendment One at CLEC's expense.

13.1.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

13.1.5. In the event that the End User being served by CLEC via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. . If CLEC declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.

13.1.6. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:

13.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

13.1.6.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Existing Interconnection Agreement (excluding conditioning charges).

13.1.7. If facilities do not exist and the End User being served by CLEC via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to CLEC prior to disconnection.

13.1.8. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

13.1.8.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;

13.1.8.2. There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.

13.1.8.3. The pricing as set forth in the Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

13.1.8. The pricing as set forth in the Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

13.2. Information to be Provided

13.2.1. In connection with the provision of HFS UNE, Sprint shall provide to CLEC:

13.2.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

13.2.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

13.2.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

13.2.2. In connection with the provision of HFS UNE, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

13.2.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

13.2.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

13.2.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

13.2.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

13.3. Conditioning, Testing, Maintenance

13.3.1. Sprint will condition loops at the request of CLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Exhibit B of Amendment One. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

13.3.2. If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.

13.3.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 of the Agreement or Exhibit B of Amendment One. Non-standard

non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 2.2 of the Agreement are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

13.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.

13.3.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

13.4. Deployment and Interference

13.4.1. In providing services utilizing the high frequency spectrum network element, sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

13.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 21 of the Agreement.

13.4.3. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of

the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 13.4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 13.4.3.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 13.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 13.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the CLECs technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 13.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 13.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7, the degraded

service shall not prevail against the newly deployed technology.

13.8. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

13.9. Splitters

13.9.1. In providing access to the High Frequency Spectrum Network Element, CLEC will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and CLEC negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the CLEC DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment 1 of the Agreement or Exhibit B of Amendment One. Sprint will provide and, if requested, install the cabling from the CLEC collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. CLEC will make all cable connections to their equipment.

14. FORECAST

- 14.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), and HFS UNEs. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by CLEC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall CLEC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 14.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 14.3. Each Party shall provide a specified point of contact for planning purposes.

15. INDEMNIFICATION

- 15.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 15.2. For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

16. LOOP MAKE-UP INFORMATION

- 16.1. To the extent technically feasible, CLEC will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in Exhibit B of Amendment One.
- 16.2. Subject to 16.1 above, Sprint's Loop Qualification will provide response to CLEC queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 16.3. Information provided to the CLEC will not be filtered or digested in a manner that it would affect the CLECs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 16.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 16.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to the CLEC.
- 16.6. Sprint may provide the requested Loop Qualification information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 16.7. If CLEC does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
 - 16.7.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 16.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, CLEC will be charged a Loop Qualification Charge; and
 - 16.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC

will pay applicable conditioning charges as set forth in Exhibit B pursuant to Section 5.2 of this Amendment.

EXHIBIT C

Price Sheets - Missouri

LINE SHARING	SOURCE	RECURRING RATE	NRC
CLEC Provides Splitter In Own Collocation Space			
3-Jumper Configuration			
OSS Cost per Shared Line		\$0.76	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		ICB	
Line Sharing - 3 Jumpers			\$22.02
4-Jumper Configuration			
OSS Cost per Shared Line		\$0.76	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		ICB	
Line Sharing - 4 Jumpers			\$28.63
CLEC Provides Splitter In Common Area of Central Office			
3-Jumper Configuration			
Cost per 96-Line Splitter Shelf		ICB	
OSS Cost per Shared Line		\$0.76	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		ICB	
Cross Connects; 100 pr., Splitter Common Area to Collocation Space (1 required)		ICB	
Line Sharing - 3 Jumpers			\$22.02
4-Jumper Configuration			
Cost per 96-Line Splitter Shelf		ICB	
OSS Cost per Shared Line		\$0.76	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		ICB	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		ICB	
Line Sharing - 4 Jumpers			\$28.63
PRE-QUALIFICATION	SOURCE	RECURRING RATE	NRC
Loop Inquiry			\$29.29
LOOP - xDSL CAPABLE	SOURCE	RECURRING RATE	NRC
The following charge applies to all xDSL capable loops that are the shorter than 18,000 feet in length. Separate Engineering and Travel charges DO NOT apply as these costs reflect 25 pair economies.			
All loops less than 18,000ft: Load Coil Removal per xDSL - Capable			N/A
2-Wire xDSL Loop - First Line			\$62.11
2-Wire xDSL Loop - Add'l Line			\$18.17
2-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$10.28
4-Wire xDSL Loop - First Line			\$77.38
4-Wire xDSL Loop - Add'l Line			\$34.21
4-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$13.21
LINE CONDITIONING PER LOCATION	SOURCE	RECURRING RATE	NRC
Engineering Charge - one per loop conditioned below			ICB
Trip Charge - one per loop conditioned below			ICB

Load Coil Removal; Loops Over 18K Feet			
Unload cable pair, UG, loop, per location			ICB
Unload add'l cable pair, UG, same time, location & cable, loop			ICB
Unload cable pair, AE, loop, per location			ICB
Unload add'l cable pair, AE, same time, location & cable, loop			ICB
Unload cable pair, BU, loop, per location			ICB
Unload add'l cable pair, BU, same time, location & cable, loop			ICB
Remove Bridged Tap			
Remove Bridged Tap, UG, per location			ICB
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			ICB
Remove Bridged Tap, AE, per location			ICB
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			ICB
Remove Bridged Tap, BU, per location			ICB
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			ICB
Remove Repeaters			
Remove Repeater, UG, per location			ICB
Remove add'l Repeater, UG, same time, location & cable			ICB
Remove Repeater, AE, per location			ICB
Remove add'l Repeater, AE, same time, location & cable			ICB
Remove Repeater, BU, per location			ICB
Remove add'l Repeater, BU, same time, location & cable			ICB
DARK FIBER	SOURCE	RECURRING RATE	NRC
Interoffice, per foot per fiber			
Band 1		\$0.0058	
Band 2		\$0.0094	
Band 3		\$0.0135	
Band 4		\$0.0223	
Band 5		\$0.0264	
Feeder, per fiber			
Band 1		\$52.48	
Band 2		\$86.97	
Band 3		\$141.67	
Band 4		\$189.00	
Band 5		\$265.36	
Band 6		\$460.22	
Distribution Price Per Fiber		\$20.00	
Loops - Dark Fiber			
Dark Fiber Loop - Initial Patch Cord Installation, Field Location			\$20.55
Dark Fiber Loop - Additional Patch Cord Installation, Field Loc./Same			\$7.34
Dark Fiber Loop - CO interconnection, 1-4 Patch Cords, per CO			\$152.63
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Transport, per CO			\$152.63
Dark Fiber End-to-End Testing, Initial Strand			\$48.44
Dark Fiber End-to-End Testing, Subsequent Strands			\$14.68
Misc. Components - Dark Fiber			
Fiber Patch Cord		\$0.70	
Fiber Patch Panel		\$0.86	

SUB LOOPS	SOURCE	IRRIG RATE	NRC
2-Wire Voice Grade Feeder			
Band 1		\$13.57	
Band 2		\$18.88	
Band 3		\$29.38	
Band 4		\$44.71	
Band 5		\$64.75	
Band 6		\$90.59	
Band 7		\$123.68	
4-Wire Voice Grade Feeder			
Band 1		\$22.26	
Band 2		\$30.96	
Band 3		\$48.18	
Band 4		\$73.33	
Band 5		\$106.18	
Band 6		\$148.56	
Band 7		\$202.83	
2-Wire Voice Grade Distribution			
Band 1		\$7.38	
Band 2		\$9.07	
Band 3		\$13.06	
Band 4		\$18.83	
Band 5		\$25.95	
Band 6		\$35.51	
4-Wire Voice Grade distribution			
Band 1		\$12.11	
Band 2		\$14.87	
Band 3		\$21.42	
Band 4		\$30.88	
Band 5		\$42.56	
Band 6		\$58.24	
2-Wire Digital data Feeder			
Band 1		\$13.57	
Band 2		\$18.88	
Band 3		\$29.38	
Band 4		\$44.71	
Band 5		\$64.75	
Band 6		\$90.59	
Band 7		\$123.68	
4-Wire Digital Data Feeder			
Band 1		\$22.26	
Band 2		\$30.96	
Band 3		\$48.18	
Band 4		\$73.33	
Band 5		\$106.18	
Band 6		\$148.56	
Band 7		\$202.83	
2-Wire Digital Data Distribution			

Band 1		\$7.38	
Band 2		\$9.07	
Band 3		\$13.06	
Band 4		\$18.83	
Band 5		\$25.95	
Band 6		\$35.51	
4-Wire Digital Data Distribution			
Band 1		\$12.11	
Band 2		\$14.87	
Band 3		\$21.42	
Band 4		\$30.88	
Band 5		\$42.56	
Band 6		\$58.24	
Loops - Sub-Loops NRC			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			\$55.50
2-Wire Addtl Line			\$11.56
2-Wire Re-install			\$26.21
4-Wire First Line			\$67.83
4-Wire Addtl Line			\$18.50
4-Wire Re-install			\$33.92
2-Wire Disconnect Charge			\$18.50
4-Wire Disconnect Charge			\$22.35

Subloop Distribution

Exchange	CLLI	2 Wire Voice Grade Distribution Subloop	4 Wire Voice Grade Distribution Subloop	2 Wire Digital Data Distribution SubLoop	4 Wire Digital Data Distribution Subloop
Ferrelview	FLVWMOXAH	\$ 7.38	\$ 12.11	\$ 7.38	\$ 12.11
Ft. Leonard Wood	FTLWMOXAS	\$ 7.38	\$ 12.11	\$ 7.38	\$ 12.11
Jefferson City	JFCYMOXAH	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07
Clinton	CLTNMOXAH	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Harrisonville	HNVLMOXAR	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Lake Latowana	LKLTMOXAR	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Lexington	LXTNMOXAR	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Maryville	MAVLMOXA H	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Rolla	ROLLMOXAH	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Tarkio	TARKMOXAR	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Tipton	TPTNMOXAS	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Warrensburg	WRBGMOXA H	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Waynesville	WYVLMOXA R	\$ 13.06	\$ 21.42	\$ 13.06	\$ 21.42
Appleton City	APCYMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Buckner	BCKNMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Blackburn	BLBNMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88

Butler	BTLRMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Chilhowee	CHLHMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
California	CLFRMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Calhoun	CLHNMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Craig	CRAGMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Fairfax	FRFXMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Holden	HLDNMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Holts Summit	HLSMMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Henrietta	HNRTMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Houstonia	HOSTMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Hopkins	HPKNMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Hardin	HRDNMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
King City	KGCYMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Kearney	KRNYMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Lebanon	LBNNMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Lincoln	LNCLMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Norborne	NRBRMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Odessa	ODSSMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Oak Grove	OKGVMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Orrick	ORCKMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Platte City	PLCYMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Pleasant Hill	PLHLMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Salem	SALMMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
St. Roberts	STRBMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Sweet Springs	SWSPMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Taos	TAOSMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Urich	URCHMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Windsor	WNDSMOXA R	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Weston	WSTNMOXAR	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Waverly	WVRLMOXAS	\$ 18.83	\$ 30.88	\$ 18.83	\$ 30.88
Blairstown	BLTWMOXA	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Clarksburg	CLBGMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Camden Point	CMPNMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Centertown	CNTWMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Centerview	CNVWMOXA S	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Deepwater	DPWRMOXAR	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Dearborn	DRBRMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Edgerton	EGTNMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Green Ridge	GNRGMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Holt	HOLTMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Ionia	IONIMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Kingsville	KGVLMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Leeton	LETNMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Mound City	MDCYMOXA R	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Malta Bend	MLBNMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Missouri City	MSCYMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Montrose	MTRSMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
New Bloomfield	NBFDMOXAR	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Newburg	NWBGMOXA R	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Oterville	OEVLMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Pickering	PCNGMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56

Richland	RCLDMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Russellville	RLVLMOXAR	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Smithton	SHTNMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Strasburg	STBGMOXXR	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
St. Thomas	STTMMOXAR	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Syracuse	SYRCMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Wellington	WGTNMOXAS	\$ 25.95	\$ 42.56	\$ 25.95	\$ 42.56
Brazito	BRZTMOXAR	\$ 35.51	\$ 58.24	\$ 35.51	\$ 58.24
Cole Camp	CLCMMOXXS	\$ 35.51	\$ 58.24	\$ 35.51	\$ 58.24
Coal	COALMOXAS	\$ 35.51	\$ 58.24	\$ 35.51	\$ 58.24
Eugene	EUGNMOXAR	\$ 35.51	\$ 58.24	\$ 35.51	\$ 58.24
Lone Jack	LNJCMOXAR	\$ 35.51	\$ 58.24	\$ 35.51	\$ 58.24
Warsaw	WRSWMOXAS	\$ 35.51	\$ 58.24	\$ 35.51	\$ 58.24

Subloop Feeder

Exchange	CLLI	2 Wire Voice Grade Feeder Subloop	4 Wire Voice Grade Feeder Subloop	2 Wire Digital Data Feeder SubLoop	4 Wire Digital Data Feeder Subloop
Ferrelview	FLVWMOXAH	\$ 13.57	\$ 22.26	\$ 13.57	\$ 22.26
Ft. Leonard Wood	FTLWMOXAS	\$ 13.57	\$ 22.26	\$ 13.57	\$ 22.26
Jefferson City	JFCYMOXAH	\$ 13.57	\$ 22.26	\$ 13.57	\$ 22.26
Lake Latowana	LKLTMOXAR	\$ 13.57	\$ 22.26	\$ 13.57	\$ 22.26
Harrisonville	HNVLMOXAR	\$ 18.88	\$ 30.96	\$ 18.88	\$ 30.96
Lexington	LXTNMOXAR	\$ 18.88	\$ 30.96	\$ 18.88	\$ 30.96
Maryville	MAVLMOXAH	\$ 18.88	\$ 30.96	\$ 18.88	\$ 30.96
Rolla	ROLLMOXAH	\$ 18.88	\$ 30.96	\$ 18.88	\$ 30.96
Warrensburg	WRBGMOXAH	\$ 18.88	\$ 30.96	\$ 18.88	\$ 30.96
Waynesville	WYVLMOXAR	\$ 18.88	\$ 30.96	\$ 18.88	\$ 30.96
Buckner	BCKNMOXAR	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Clinton	CLTNMOXAH	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Holts Summit	HLSMOXAR	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Kearney	KRNYMOXAS	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Lebanon	LBNNMOXAS	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Oak Grove	OKGVMOXAS	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Pleasant Hill	PLHLMOXAR	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
St. Roberts	STRBMOXAR	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Taos	TAOSMOXAR	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Tarkio	TARKMOXAR	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Tipton	TPTNMOXAS	\$ 29.38	\$ 48.18	\$ 29.38	\$ 48.18
Butler	BTLRMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
California	CLFRMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Holden	HLDNMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Holt	HOLTMOXAS	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Kingsville	KGVLMOXAS	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Norborne	NRBRMOXAS	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Odessa	ODSSMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Salem	SALMMOXAS	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Windsor	WNDSMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33

Warsaw	WRSWMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Weston	WSTNMOXAR	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Waverly	WVRLMOXAS	\$ 44.71	\$ 73.33	\$ 44.71	\$ 73.33
Appleton City	APCYMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Calhoun	CLHNMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Camden Point	CMPNMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Centertown	CNTWMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Dearborn	DRBRMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Edgerton	EGTNMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Henrietta	HNRTMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Hardin	HRDNMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
King City	KGCYMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Lincoln	LNCLMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Lone Jack	LNJCMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Mound City	MDCYMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Missouri City	MSCYMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
New Bloomfield	NBFDMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Newburg	NWBGMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Orrick	ORCKMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Richland	RCLDMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Russellville	RLVLMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Smithton	SHTNMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Strasburg	STBGMOXXR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Sweet Springs	SWSPMOXAR	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Wellington	WGTNMOXAS	\$ 64.75	\$ 106.18	\$ 64.75	\$ 106.18
Blackburn	BLBNMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Brazito	BRZTMOXAR	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Chilhowee	CHLHMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Clarksburg	CLBGMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Cole Camp	CLCMMOXXS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Centerview	CNVWMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Coal	COALMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Deepwater	DPWRMOXAR	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Eugene	EUGNMOXAR	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Fairfax	FRFXMOXAR	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Green Ridge	GNRGMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Houstonia	HOSTMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Hopkins	HPKNMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Ionia	IONIMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Leeton	LETNMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Montrose	MTRSMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Otterville	OEVLMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
St. Thomas	STTMMOXAR	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Urich	URCHMOXAS	\$ 90.59	\$ 148.56	\$ 90.59	\$ 148.56
Blairstown	BLTWMOXA	\$ 123.68	\$ 202.83	\$ 123.68	\$ 202.83
Craig	CRAGMOXAR	\$ 123.68	\$ 202.83	\$ 123.68	\$ 202.83
Malta Bend	MLBNMOXAS	\$ 123.68	\$ 202.83	\$ 123.68	\$ 202.83
Pickering	PCNGMOXAS	\$ 123.68	\$ 202.83	\$ 123.68	\$ 202.83
Syracuse	SYRCMOXAS	\$ 123.68	\$ 202.83	\$ 123.68	\$ 202.83

EXHIBIT 2

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Interconnection and)
Resale Agreement of Sprint Missouri, Inc.,) Case No. TO-2001-189
d/b/a Sprint, and New Edge Network, Inc.)

ORDER APPROVING INTERCONNECTION AGREEMENT

On September 20, 2000, Sprint Missouri, Inc. (Sprint), filed an application with the Commission for approval of an interconnection and resale agreement (the Agreement) with New Edge Network, Inc. (New Edge). The Agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (the Act). See 47 U.S.C. § 251, et seq.

Although New Edge is a party to the Agreement, it did not join in the application. On September 28, 2000, the Commission issued an order making New Edge a party in the case and directing any party wishing to request a hearing to do so no later than October 18, 2000. No requests for hearing were filed. The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one requested a hearing, the Commission may grant the relief requested based on the application.

The Staff of the Commission (Staff) filed a memorandum on November 29, 2000, recommending that the Agreement be approved.

Discussion

The Commission, under the provisions of Section 252(e) of the Act, has authority to approve an interconnection or resale agreement negotiated between an incumbent local exchange company and a new provider of basic local exchange service. The Commission may reject an interconnection or resale agreement

only if the agreement is discriminatory or is inconsistent with the public interest, convenience and necessity.

The Staff memorandum recommends that the Agreement be approved, and notes that the Agreement meets the limited requirements of the Act in that it does not appear to be discriminatory toward nonparties, and does not appear to be against the public interest. Staff recommends that the Commission direct the parties to submit any further modifications or amendments to the Commission for approval. Staff also notes that the Agreement contains language that purports to make it effective before Commission action. However, Staff recommends that the Commission approve the Agreement as of the effective date of its order.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

The Commission has considered the application, the supporting documentation, and Staff's recommendation. Based upon that review, the Commission concludes that the Agreement meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier, and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity. The Commission finds that approval of the Agreement should be conditioned upon the parties submitting any modifications or amendments to the Commission for approval pursuant to the procedure set out below.

Modification Procedure

The Commission has a duty to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act. 47 U.S.C. § 252. In order for the Commission's role of review and approval to be effective, the Commission must also review and approve or recognize modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection. 47 U.S.C. § 252(h). This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications

companies to keep their rate schedules on file with the Commission. 4 CSR 240?30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval or recognition, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

Modifications to an agreement must be submitted to the Staff for review. When approved or recognized, the modified pages will be substituted in the agreement, which should contain the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the pages when they are inserted into the Agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's tariff room.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. Where a proposed modification is identical to a provision that has been approved by the Commission in another agreement, the Commission will take notice of the modification once Staff has verified that the provision is an approved provision and has prepared a recommendation. Where a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects, and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission, under the provisions of Section 252(e)(1) of the federal

Telecommunications Act of 1996, 47 U.S.C. 252(e)(1), is required to review negotiated resale agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity under Section 252(e)(2)(A). Based upon its review of the Agreement between Sprint and New Edge and its findings of fact, the Commission concludes that the Agreement is neither discriminatory nor inconsistent with the public interest and should be approved. The Commission also finds that the Agreement should be approved as of the effective date of this order.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement between Sprint Missouri, Inc., and New Edge Network, Inc., filed on September 20, 2000, is approved. The Agreement shall be effective as of the effective date of this order.
2. That any changes or modifications to this Agreement shall be filed with the Commission for approval pursuant to the procedure outlined in this order.
3. That this order shall become effective on December 14, 2000.
4. That this case may be closed on December 15, 2000.

BY THE COMMISSION

Dale Hardy Roberts

Secretary/Chief Regulatory Law Judge

(S E A L)

Vicky Ruth, Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 4th day of December, 2000.

EXHIBIT 3

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 18th
day of January, 2001.

In the Matter of the Adoption of the Master)
Interconnection and Resale Agreement of)
Sprint Missouri, Inc., d/b/a Sprint, by and) Case No. TO-2001-321
Between Sprint and USA Digital Inc., d/b/a)
USA Digital of Nevada, Inc.)

**ORDER RECOGNIZING ADOPTION
OF INTERCONNECTION AGREEMENT**

On November 21, 2000, Sprint Missouri, Inc., d/b/a Sprint Missouri (Sprint), and USA Digital, Inc., d/b/a USA Digital of Nevada, Inc. (USA), jointly the "Applicants", filed a joint application with the Commission regarding the adoption of an interconnection agreement under the provisions of the federal Telecommunications Act of 1996 (the Act). Applicants state that they are adopting the terms of an interconnection agreement between Sprint and New Edge Network, Inc., approved by the Commission in Case No. TO-2000-803. The Applicants filed a copy of their agreement with the application.

On December 1, 2000, the Commission issued an order directing any party wishing to request a hearing to do so no later than December 21, 2000. No requests for hearing were filed. The Staff of the Commission (Staff) filed a memorandum and recommendation on January 5, 2001, recommending that the Agreement be approved.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the

Section 51.809(b). The ILEC has the burden of proving that one of the stated exceptions applies.

After reviewing the file, the Commission finds that Sprint and USA have agreed to adopt the terms of the interconnection agreement between Sprint and New Edge Network, Inc., dated January 31, 2000, and approved by the Commission in Case No. TO-2000-803. Notice has been provided to all Missouri carriers and no objections have been received. Therefore, the Commission will take notice of the adoption of the previously approved interconnection agreement and this case shall be closed.

The Staff also recommended that the parties be directed to file any modifications or amendments to the interconnection agreement with the Commission for approval. The Commission has a duty to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act. 47 U.S.C. Section 252. In order for the Commission's review and approval to be effective, the Commission must also review and approve or recognize modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection. 47 U.S.C. Section 252(h). This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission. 4 CSR 240-30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed

modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

Staff shall place a copy of the executed agreement, pages numbered *seriatim*, in the Commission's Tariff Room.

IT IS THEREFORE ORDERED:

1. That the adoption by Sprint Missouri, Inc., d/b/a Sprint Missouri, and USA Digital, Inc., d/b/a USA Digital of Nevada, Inc., of the terms and conditions contained in the interconnection agreement between Sprint and New Edge Network, Inc., approved by the Commission in Case No. TO-2000-803, pursuant to Section 252(i) of the Telecommunications Act of 1996, is hereby recognized.

2. That the Staff of the Missouri Public Service Commission shall ensure that a copy of the executed agreement, with pages numbered *seriatim*, is placed in the Commission's Tariff Room. The parties shall cooperate with Staff as necessary with respect to this provision.

3. That any changes or modifications to this Agreement shall be filed with the Commission pursuant to the procedure outlined in this order.

4. That this order shall become effective on January 28, 2001.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

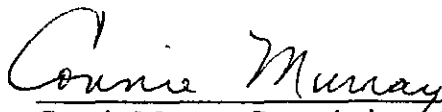
In the Matter of the Adoption of the Master)
Interconnection and Resale Agreement of)
Sprint Missouri, Inc., d/b/a Sprint, by and)
Between Sprint and USA Digital Inc., d/b/a)
USA Digital of Nevada, Inc.)

Case No. TO-2001-321

DISSENTING OPINION OF COMMISSIONER CONNIE MURRAY

It is my opinion that an adopted interconnection agreement is a "negotiated" agreement requiring state commission approval. This Commission should expedite the approval process, rather than waive the requirement for approval. It is premature to consider adopted interconnection agreements as exempt from the state commission approval process. Therefore, I respectfully dissent from today's Order that merely recognizes adoption of the interconnection agreement.

Respectfully submitted,



Connie Murray, Commissioner

Dated at Jefferson City, Missouri,
on this 18th day of January, 2001.

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and
I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,
Missouri, this 18th day of Jan. 2001.



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
JEFFERSON CITY
January 18, 2001**

CASE NO: TO-2001-321

**Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102**

**General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102**

✓ **Stephen D. Minnis
Sprint Missouri, Inc.
5454 W. 110th Street
Overland Park, KS 66211**

Enclosed find certified copy of an ORDER in the above-numbered case(s).

Sincerely,



**Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge**

Uncertified Copies: